



Südzucker International Finance B.V.

(incorporated with limited liability under the laws of The Netherlands,
having its corporate domicile in Oud-Beijerland, The Netherlands)

EUR [•] [•] per cent Notes due 2018

guaranteed by

Südzucker Aktiengesellschaft Mannheim/Ochsenfurt

(a stock corporation incorporated under the laws of the Federal Republic of Germany,
having its corporate domicile in Mannheim, Federal Republic of Germany)

Issue Price: [•] per cent

Südzucker International Finance B.V. (the "**Issuer**" or "**Südzucker Finance**") will issue on 29 March 2011 (the "**Issue Date**") EUR [•] [•] per cent Notes due 2018 (the "**Notes**") under the unconditional and irrevocable guarantee (the "**Guarantee**") of Südzucker Aktiengesellschaft Mannheim/Ochsenfurt (the "**Guarantor**" or "**Südzucker AG**"). The Notes will be redeemed at par on 29 March 2018. The Notes will bear interest from and including 29 March 2011 to, but excluding, 29 March 2018 at a rate of [•] per cent per annum, payable annually in arrears on 29 March in each year, commencing on 29 March 2012.

This prospectus (the "**Prospectus**") constitutes a prospectus within the meaning of Article 5.3 of the Directive 2003/71/EC of the European Parliament and of the Council of 4 November, 2003 as amended from time to time (the "**Prospectus Directive**"). This Prospectus will be published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange (www.bourse.lu). This Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* of the Grand Duchy of Luxembourg (the "**CSSF**") in its capacity as competent authority under the Luxembourg law relating to prospectuses for securities (*Loi du 10 juillet 2005 relative aux prospectus pour valeurs mobilières* – the "**Prospectus Law**"), which implements the Prospectus Directive into Luxembourg law. The Issuer has requested the CSSF to provide the competent authorities in the Federal Republic of Germany ("**Germany**"), the Republic of Austria ("**Austria**") and The Netherlands and may request to provide competent authorities in additional host Member States within the European Economic Area with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Law (the "**Notification**").

Application has been made for the Notes to be listed on the official list of the Luxembourg Stock Exchange and to be admitted to trading on the regulated market of the Luxembourg Stock Exchange, which is a regulated market for the purposes of Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 on Markets in Financial Instruments.

The Guarantor's long-term debt and short-term debt has been rated "BBB" and "A-2", respectively, by Standard & Poor's Ratings Services, London ("**Standard & Poor's**") and "Baa2" and "P-2" by Moody's Investors Service Ltd., London. Standard & Poors has assigned a rating of BBB to the Notes. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.

The Notes are issued in bearer form with a denomination of EUR 1,000 each.

The Notes have been assigned the following securities codes: ISIN XS0606202454, Common Code 060620245, WKN A1GNRQ.

The issue price, the aggregate principal amount of Notes to be issued, the interest rate, the issue proceeds, and the yield of the issue will be included in the Pricing Notice (as defined in "SUBSCRIPTION, SALE AND OFFER OF THE NOTES" below) which will be filed with the CSSF and published on the website of the Luxembourg Stock Exchange (www.bourse.lu) on or prior to the Issue Date of the Notes.

Sole Bookrunner

Deutsche Bank

Joint Lead Managers

DZ BANK AG

UniCredit Bank

Landesbank Baden-Württemberg

Deutsche Bank

RESPONSIBILITY STATEMENT

Each of Südzucker International Finance B.V. with its corporate domicile in Oud-Beijerland, The Netherlands and Südzucker Aktiengesellschaft Mannheim/Ochsenfurt having its corporate domicile in Mannheim, Germany, accepts responsibility for the information contained in and incorporated by reference into this Prospectus and hereby declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Prospectus is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect its import.

Each of the Issuer and the Guarantor further confirms that (i) this Prospectus contains all information with respect to the Issuer as well as to the Guarantor and its subsidiaries and affiliates taken as a whole ("**Südzucker**" or the "**Südzucker Group**") and to the Notes which is material in the context of the issue and offering of the Notes, including all information which, according to the particular nature of the Issuer, the Guarantor and the Notes is necessary to enable investors and their investment advisers to make an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and the Südzucker Group and of the rights attached to the Notes; (ii) the statements contained in this Prospectus relating to the Issuer, the Südzucker Group and the Notes are in every material particular true and accurate and not misleading; (iii) there are no other facts in relation to the Issuer, the Südzucker Group or the Notes the omission of which would, in the context of the issue and offering of the Notes, make any statement in the Prospectus misleading in any material respect; and (iv) reasonable enquiries have been made by the Issuer to ascertain such facts and to verify the accuracy of all such information and statements.

NOTICE

No person is authorised to give any information or to make any representations other than those contained in this Prospectus and, if given or made, such information or representations must not be relied upon as having been authorised by or on behalf of the Issuer, the Guarantor or the Joint Lead Managers (as defined in "SUBSCRIPTION, SALE AND OFFER OF THE NOTES"). Neither the delivery of this Prospectus nor any offering or sale of any Notes made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Guarantor or any of its affiliates since the date of this Prospectus, or that the information herein is correct at any time since its date.

This Prospectus contains certain forward-looking statements, in particular statements using the words "believes", "anticipates" "intends", "expects" or other similar terms. This applies in particular to statements under the caption "GENERAL INFORMATION ON THE ISSUER – Business" and under the caption "GENERAL INFORMATION ON THE GUARANTOR - Business" and statements elsewhere in this Prospectus relating to, among other things, the future financial performance, plans and expectations regarding developments in the business of the Issuer and the Guarantor, as the case may be. These forward-looking statements are subject to a number of risks, uncertainties, assumptions and other factors that may cause the actual results, including the financial position and profitability of the Issuer and the Guarantor, as the case may be, to be materially different from or worse than those expressed or implied by these forward-looking statements. Neither the Issuer nor the Guarantor do assume any obligation to update such forward-looking statements and to adapt them to future events or developments.

This Prospectus should be read and understood in conjunction with any supplement hereto and with any other documents incorporated herein by reference.

To the fullest extent permitted by law, neither the Joint Lead Managers nor any other person mentioned in this Prospectus, except for the Issuer and the Guarantor, is responsible for the information contained in this Prospectus or any other document incorporated herein by reference, and accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy and completeness of the information contained in any of these documents. The Joint Lead Managers have not independently verified any such information and accept no responsibility for the accuracy thereof.

Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Issuer and of the Guarantor. This Prospectus does not constitute an offer of Notes or an invitation by or on behalf of the Issuer, the Guarantor or the Joint Lead Managers to purchase any Notes. Neither this Prospectus nor any other information supplied in connection with the Notes should be considered as a recommendation by the Issuer, the Guarantor or the Joint Lead Managers to a recipient hereof and thereof that such recipient should purchase any Notes.

This Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

The offer, sale and delivery of the Notes and the distribution of this Prospectus in certain jurisdictions are restricted by law. Persons into whose possession this Prospectus comes are required by the Issuer and the Joint Lead Managers to inform themselves about and to observe any such restrictions. In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and are subject to U.S. tax law requirements. Subject to certain limited exceptions, the Notes may not be offered, sold or delivered within the United States of America ("**United States**") or to U.S. persons. For a further description of certain restrictions on offerings and sales of the Notes and distribution of this Prospectus (or of any part thereof) see "SUBSCRIPTION, SALE AND OFFER OF THE NOTES – Selling Restrictions."

IN CONNECTION WITH THE ISSUE OF THE NOTES, DEUTSCHE BANK, LONDON BRANCH (OR PERSONS ACTING ON ITS BEHALF) MAY OVER-ALLOT NOTES OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE PRICE OF THE NOTES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT DEUTSCHE BANK, LONDON BRANCH (OR PERSONS ACTING ON ITS BEHALF) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN AT ANY TIME AFTER THE ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE NOTES AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 CALENDAR DAYS AFTER THE DATE OF THE RECEIPT OF THE PROCEEDS OF THE ISSUE BY THE ISSUER AND 60 CALENDAR DAYS AFTER THE DATE OF THE ALLOTMENT OF THE NOTES. SUCH STABILISING SHALL BE IN COMPLIANCE WITH ALL LAWS, DIRECTIVES, REGULATIONS AND RULES OF ANY RELEVANT JURISDICTION.

In this Prospectus all references to "€", "EUR" or "Euro" are to the currency introduced at the start of the third stage of the European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the Euro, as amended.

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SUMMARY

This summary must be read as an introduction to this Prospectus and any decision to invest in the Notes should be based on a consideration of the Prospectus as a whole, including the documents incorporated by reference. Following the implementation of the relevant provisions of the Prospectus Directive (Directive 2003/71/EC) in each Member State of the European Economic Area no civil liability will attach to the Responsible Persons in any such Member State solely on the basis of this summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus, including any information incorporated by reference. Where a claim relating to the information contained in this Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Prospectus before the legal proceedings are initiated.

Summary in respect of the Notes

Words and expressions defined in the Terms and Conditions of the Notes reproduced elsewhere in this Prospectus shall have the same meanings in this Summary.

<i>Issuer:</i>	Südzucker International Finance B.V.
<i>Guarantor:</i>	Südzucker Aktiengesellschaft Mannheim/Ochsenfurt
<i>Joint Lead Managers:</i>	Deutsche Bank AG, London Branch DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main Landesbank Baden-Württemberg UniCredit Bank AG
<i>Principal Paying Agent:</i>	Deutsche Bank Aktiengesellschaft
<i>Listing Agent:</i>	Deutsche Bank Luxembourg S.A.
<i>Determination of Aggregate Principal Amount, Issue Price and further information:</i>	The Issue Price and the aggregate principal amount of the Notes to be issued, the interest rate, the issue proceeds and the yield of the issue will be included in the Pricing Notice (as defined in "SUBSCRIPTION, SALE AND OFFER OF THE NOTES" below) which will be filed with the CSSF and the Luxembourg Stock Exchange and published on the website of the Luxembourg Stock Exchange (www.bourse.lu) on or prior to the Issue Date of the Notes.
<i>Aggregate Principal Amount:</i>	EUR [•]
<i>Issue Price:</i>	[•] per cent of the Aggregate Principal Amount
<i>Issue Date:</i>	29 March 2011
<i>Denomination:</i>	The Notes will be issued in a denomination of EUR 1,000 each.
<i>Form of Notes:</i>	The Notes will initially be represented by a temporary global bearer Note (the " Temporary Global Note ") without interest coupons which will be kept in custody by a common depository to Clearstream Banking <i>société anonyme</i> and Euroclear Bank SA/NV (together the " Clearing System "). Notes represented by the Temporary Global Note will be exchangeable for Notes represented by a permanent global bearer Note (the " Permanent Global Note ", and each of the Temporary Global Note and the Permanent Global Note, a " Global Note ") without interest coupons not earlier than 40 days after the Issue Date in accordance with the provisions set out in the Terms and Conditions. In particular such exchange and any

payment of interest on Notes represented by the Temporary Global Note shall only be made upon delivery of certifications as to non-U.S. beneficial ownership, the contents and nature of which shall correspond to the requirements of the laws of the United States of America and be in accordance with the rules and operating procedures of the Clearing System. Payments on the Temporary Global Note will only be made against presentation of such certifications. No definitive Notes or interest coupons will be issued.

Interest: The Notes will bear interest from and including 29 March 2011 to, but excluding, 29 March 2018 at a rate of [•] per cent per annum, payable annually in arrears on 29 March in each year, commencing on 29 March 2012.

Taxation: Principal and interest shall be payable without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Federal Republic of Germany or The Netherlands or by or on behalf of any political subdivision or authority thereof or therein having power to tax (the "**Withholding Taxes**"), unless such withholding or deduction is required by law. In such event, the Issuer will, subject to the exceptions set out in the Terms and Conditions, pay such additional amounts as shall be necessary in order that the net amounts received by the Noteholders after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction.

Early Redemption for Taxation Reasons: Early redemption of the Notes by the Issuer for reasons of taxation will be permitted, if as a result of any change in, or amendment to, the laws or regulations (including any amendment to, or change in, an official interpretation or application of such laws or regulations) of the Federal Republic of Germany or The Netherlands or any political subdivision or taxing authority thereto or therein affecting taxation or the obligation to pay duties of any kind, the Issuer will become obligated to pay additional amounts on the Notes, all as more fully set out in the Terms and Conditions.

Early Redemption in case of minimum outstanding amount: If 80 per cent or more of the aggregate principal amount of the Notes then outstanding have been redeemed following a Put Event (as defined in the Terms and Conditions) or repurchased and cancelled, the Issuer may redeem, at its option, the remaining Notes as a whole at the Redemption Price (as defined in the Terms and Conditions) plus interest accrued to but excluding the date of such redemption.

Put Event: The Terms and Conditions contain a change of control provision entitling the Noteholders to require the Issuer to redeem the Notes following a Put Event.

Status of the Notes: The obligations under the Notes constitute unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

Status of the Guarantee: The Guarantee constitutes an unconditional, unsecured and unsubordinated obligation of the Guarantor and ranks *pari passu* with all other unsecured and unsubordinated obligations of the Guarantor from time to time outstanding

Negative Pledge: In § 2 (2) of the Terms and Conditions the Issuer and the Guarantor agree

	not to provide any Security Interest for any Capital Market Indebtedness.
<i>Events of Default:</i>	The Terms and Conditions provide for events of default entitling Noteholders to demand immediate redemption of the Notes, all as more fully set out in the Terms and Conditions.
<i>Cross Default:</i>	The Terms and Conditions contain a cross default clause in relation to, <i>inter alia</i> , non-payment of Borrowing Obligations.
<i>German Act on Debt Securities (Gesetz über Schuldverschreibungen aus Gesamtemissionen)</i>	The Terms and Conditions provide that Noteholders may agree by majority resolution (certain material amendments requiring a majority of at least 75 per cent) to amendments of the Terms and Conditions and appoint a joint representative (<i>gemeinsamer Vertreter</i>) to exercise the Noteholders' rights on behalf of each Noteholder. Except as provided in section 18 para. 4 sentence 2 of the German Act on Debt Securities (<i>Gesetz über Schuldverschreibungen aus Gesamtemissionen</i>) all votes will be taken exclusively by vote taken without a meeting.
<i>Governing Law:</i>	The Notes and the Guarantee will be governed by German law.
<i>Jurisdiction:</i>	Non-exclusive place of jurisdiction for any legal proceedings arising under the Notes is Frankfurt am Main, Germany.
<i>Credit Ratings</i>	The Guarantor's long-term debt and short-term debt has been rated "BBB" and "A-2", respectively, by Standard & Poor's Rating Services, London (" Standard & Poor's ") and "Baa2" and "P-2" by Moody's Investors Service Ltd., London. Standard & Poors has assigned a rating of BBB to the Notes. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation.
<i>Listing and Admission to trading:</i>	Application has been made for the Notes to be admitted to trading on the regulated market and to be listed on the official list of the Luxembourg Stock Exchange.
<i>Offer of the Notes</i>	<p>The Notes will be offered during an offer period which will commence not earlier than 22 March 2011 and will be open until the Issue Date subject to a shortening or extension of the offer period. The Aggregate Principal Amount, the number of Notes, the Issue Price, the Interest Rate, the net proceeds before deduction of total expenses and the yield will be included in a notice which will be filed with the CSSF and the Luxembourg Stock Exchange and published on the website of the Luxembourg Stock Exchange (www.bourse.lu) after the date of pricing and prior to the Issue Date (the "Pricing Notice").</p> <p>There are no conditions to which the offer is subject. Investors may submit their offers to buy Notes, using the information system Bloomberg or any other commonly used information systems or, following the publication of the Pricing Notice, through banking institutions in Luxembourg, Germany, Austria or The Netherlands. Any investor who has submitted an order in relation to the Notes whose order is accepted will receive a confirmation by electronic mail, fax or through commonly used information systems relating to the respective allotment of Notes.</p> <p>Delivery and payment of the Notes will be made within seven business days after the date of pricing of the Notes and the confirmation of the allotment to investors. The Notes will be delivered via book-entry through the Clearing System and its accountholding banks against payment of the Issue Price.</p>
<i>Selling Restrictions:</i>	The offer and the sale of the Notes and the distribution of offering materials are subject to specific restrictions. The relevant restrictions applica-

ble in the European Economic Area, the United States of America, the United Kingdom of Great Britain and Northern Ireland and the Republic of Italy are set out under "SUBSCRIPTION, SALE AND OFFER OF THE NOTES – Selling Restrictions".

Clearing and Settlement: The Notes will be accepted for clearing through Clearstream Banking *société anonyme* and Euroclear Bank SA/NV.

Availability of documents: This Prospectus, any supplement thereto and the documents incorporated by reference will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Security Codes: ISIN: XS0606202454
Common Code: 060620245
WKN: A1GNRQ

Summary in respect of the Guarantor

Information about Südzucker AG

Südzucker Aktiengesellschaft Mannheim/Ochsenfurt ("**Südzucker AG**") was incorporated for an indefinite period of time under the laws of Germany in 1926 under the name Süddeutsche Zucker-AG. The name changed in 1988 to Südzucker Aktiengesellschaft Mannheim/Ochsenfurt after a merger with Zuckerfabrik Franken GmbH. Südzucker AG is registered with the commercial register at the local court (Amtsgericht) Mannheim under HRB No. 0042.

Südzucker AG's corporate seat is Mannheim, Germany, and its registered office is located at Maximilianstrasse 10, D-68165 Mannheim. Südzucker AG can be reached under the telephone number +49 621 421 437.

Summary Financial Information

The following table sets out the key financial information about the Guarantor extracted from the audited consolidated financial statements of Südzucker AG for the financial years ended on 28 February 2009 and on 28 February 2010 and the unaudited consolidated interim financial statements of Südzucker AG for the nine months ended on 30 November 2010:

EUR in million	9 months ended 30 No- vember 2010	9 months ended 30 No- vember 2009	Financial year ended 28 February 2010	Financial year ended 28 February 2009
Revenues	4,667	4,437	5,718	5,871
EBITDA	613	490	645	489
Operating profit	416	308	403	258
Net earnings	259	217	276	183
Cashflow from operating activities	497	419	553	504
Investments in fixed assets and intangible assets	159	151	217	384
Total assets	7,566	7,642	7,398	7,709
Subscribed capital	189	189	189	189
Capital reserve	1,189	1,189	1,189	1,138
Net financial debt	704	893	1,065	1,633

Business Overview

Südzucker AG is the parent company of the Südzucker Group which operates four business segments, namely the segments sugar, special products, CropEnergies and fruit. In the sugar segment, the Südzucker Group is currently, based on its own assessment the largest European sugar enterprise by revenues and volume of productions for sugar in Europe. In the special products segment, the Südzucker Group comprises its functional food activities, pizza production, starche production and individually packaged portions for the food industry. In the CropEnergies segment, the Südzucker Group concentrates its bioethanol activities. In the fruit segment, the Südzucker Group comprises two divisions: the fruit preparation business and the fruit juice concentrates business.

Administrative, Management and Supervisory Bodies

The management board of Südzucker AG is responsible for the management of Südzucker's business; the Supervisory Board supervises the management board and appoints its members.

The management board of Südzucker AG consists of the following members: Dr. Wolfgang Heer, Dr. Thomas Kirchberg, Thomas Kölbl, Prof. Dr. Markwart Kunz and Dipl.-Ing. Johann Marihart.

Members of the supervisory board of Südzucker AG are: Dr. Hans-Jörg Gebhard (Chairman), Dr. Christian Konrad (Deputy Chairman), Franz-Josef Möllenberg (Deputy Chairman), Dr. Ralf Bethke, Ludwig Eidmann, Dr. Jochen Fenner, Manfred Fischer, Erwin Hameseder, Hans Hartl, Reinold Hofbauer, Wolfgang Kirsch, Georg Koch, Klaus Kohler, Erhard Landes, Bernd Maiweg, Dr. Arnd Reinefeld, (until 28 February 2011), Joachim Rukwied, Ronny Schreiber, Franz-Rudolf Vogel, Wolfgang Vogl and Roland Werner.

Share Capital

The issued share capital of the Guarantor amounts to € 189,353,608 divided into 189,353,608 ordinary non-par value bearer shares with an imputed share in the share capital of € 1.00 each. The issued share capital has been fully paid in.

Summary in respect of the Issuer

Information about Südzucker International Finance B.V. („Südzucker Finance“)

Südzucker Finance was incorporated on 13 January 1994 as a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands for an indefinite period of time.

The Issuer has its corporate seat (*statutaire zetel*) in Amsterdam, The Netherlands, and it is registered with the commercial register of the Chamber of Commerce and Industries for Rotterdam under no. 33.255.988. Its executive offices are located at Laurens Jzn Costerstraat 12, Oud-Beijerland, 3261LH, The Netherlands. Südzucker Finance can be reached under the telephone number + 31-186 627831.

Summary Financial Information

The following table sets out the key financial information about the Issuer extracted from the audited non-consolidated financial statements of Südzucker Finance for the financial years ended on 28 February 2009 and on 28 February 2010 and the unaudited non-consolidated interim financial statements of Südzucker Finance for the six months ended on 31 August 2010:

EUR in million	6 months ended 31 August 2010	6 months ended 31 August 2009	Financial year ended 28 February 2010	Financial year ended 28 February 2009
Total assets	1,500	1,802	1,847	1,535
Equity	7	7	6	9
Long term financial debt	1,470	1,468	1,469	1,487
Short term financial debt	0	300	300	0

Business Overview

The Issuer's purpose is to finance affiliated companies of the Südzucker Group.

Management and Administrative Bodies

The Management Board of Südzucker Finance consists of the following members: Herman Hein Scholten, Gerardus Pancratius Nota and Deutsche International Trust Company N.V.

Share Capital

As of 28 February 2010 the authorised share capital of Südzucker Finance amounted to € 2,269,000, divided into 50,000 ordinary shares with a value of € 45.38 each. As of February 28, 2010 the issued and paid-in capital was € 2,000,123.50.

Summary in respect of Risk Factors

An investment in the Notes involves certain risks associated with the economic situation of the Guarantor and/or Issuer and the characteristics of the Notes which could lead to substantial or total loss that Noteholders would have to bear in the case of selling their Notes or with regard to receiving interest payments and repayment of principal.

The following is a list of risk factors that may affect the Issuer's ability to fulfil its obligations under the Notes or of the Guarantor's ability to fulfil its obligations under the Guarantee.

Risks Relating to the Guarantor

- Reduction or cancellation of favourable regulatory provisions
- Insufficient supply with, and price volatility of, raw materials
- Increase of energy costs
- Increase of costs associated with emission certificates
- Decrease of product prices
- Disruptions of operations caused by technical, IT or logistical failures
- Risks due to defective products
- Dependence on majority shareholder
- Risks due to anti-trust proceedings
- Risks due to adverse outcomes of claims and lawsuits
- Risks resulting from failure to integrate acquired entities and profit from strategic alliances
- Risk resulting from changes in the legal framework
- Environmental risk
- Risks resulting from the Südzucker Group's debt and the obligations and covenants under its financing agreements
- Interest rate, currency exchange rate, liquidity and credit default risks
- Dependence on qualified personnel
- Risks resulting from prolonged work stoppages due to labor disputes
- Risks due to changes in tax laws or regulations
- Risks resulting from insufficient insurance coverage
- Risks resulting from a downgrading of the rating assigned to the Guarantor's debt

Risks relating to the Issuer

Südzucker Finance is primarily a funding vehicle of the Südzucker Group. As such, it raises finance and on-lends monies to companies within the Südzucker Group by the way of inter-company loans.

Typically, the terms of those loans match the payment obligations of Südzucker Finance under Notes issued by it to fund those loans. In the event that a company within the Südzucker Group fails to make a

payment under an inter-company loan to Südzucker Finance, Südzucker Finance may not be able to meet its payment obligations under the Notes issued by it.

Risks Relating to the Notes

The following is a summary of risk factors that are related to the characteristics of the Notes:

- Notes may not be a suitable investment for all investors – as they may not have sufficient knowledge of their structure
- Liquidity risk – Noteholders may not be able to sell the Notes at any time
- Risk of early redemption – the Issuer may redeem the Notes before maturity under certain circumstances
- Market price risk – the market price of the Notes may fluctuate depending on changes in different variables, such as overall economic development, inflation, demand for the Notes etc.
- Creditworthiness of the Guarantor – the market price of the Notes may decrease, should the creditworthiness of the Guarantor decrease
- Currency risk – investors outside the Euro area may face a conversion risk
- Fixed rate Notes – the market price of the Notes may fluctuate depending on changes in market interest levels
- Resolutions of Noteholders – Noteholders may be outvoted by a majority of Noteholders
- Noteholders' Representative – Noteholders may be deprived of their individual right to vote
- No restriction on the amount of debt which the Issuer may incur in the future – the Issuer may issue unlimited additional debt ranking *pari passu* to the Notes

The realisation of some of the risks described above may affect the Issuer's ability to fulfil its payment obligations under the Notes, others may lead to a decline in the market price of the Notes.

GERMAN TRANSLATION OF THE SUMMARY

ZUSAMMENFASSUNG

Diese Zusammenfassung ist als Einleitung zu diesem Prospekt zu verstehen und jede Entscheidung zur Anlage in die Schuldverschreibungen ist auf die Prüfung des gesamten Prospekts zu stützen einschließlich der Dokumente, die durch Verweis einbezogen wurden. Nachdem die entsprechenden Vorschriften der Prospekttrichtlinie (Richtlinie 2003/71/EG) in allen Mitgliedstaaten des Europäischen Wirtschaftsraums umgesetzt wurden, werden die verantwortlichen Personen in jedem dieser Mitgliedstaaten nicht ausschließlich aufgrund dieser Zusammenfassung, einschließlich jeder Übersetzung hiervon, aufgrund zivilrechtlicher Grundsätze haften, es sei denn, sie ist irreführend, unrichtig oder steht im Widerspruch zu den einschlägigen Teilen dieses Prospekts, einschließlich aller Informationen, die durch Verweis einbezogen wurden. Für den Fall, dass vor einem Gericht eines Mitgliedstaats des Europäischen Wirtschaftsraums Ansprüche aufgrund der in diesem Prospekt enthaltenen Informationen geltend gemacht werden, könnte der klagende Anleger in Anwendung einzelstaatlicher Rechtsvorschriften die Kosten für die Übersetzung des Prospekts vor Prozessbeginn zu tragen haben.

Zusammenfassung in Bezug auf die Schuldverschreibungen

Worte und Begriffe, die in den an anderer Stelle in dem Prospekt wiedergegebenen Anleihebedingungen definiert sind, haben in der Zusammenfassung dieselbe Bedeutung.

<i>Emittentin:</i>	Südzucker International Finance B.V.
<i>Garantin:</i>	Südzucker Aktiengesellschaft Mannheim/Ochsenfurt
<i>Konsortialführer:</i>	Deutsche Bank AG, London Branch DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main Landesbank Baden-Württemberg UniCredit Bank AG
<i>Hauptzahlstelle:</i>	Deutsche Bank Aktiengesellschaft
<i>Listing Agent in Luxemburg:</i>	Deutsche Bank Luxembourg S.A.
<i>Bestimmung des Gesamtnennbetrages des Ausgabepreises und weiterer Informationen:</i>	Der Ausgabepreis und Gesamtnennbetrag der zu begebenden Schuldverschreibungen, der Zinssatz, der Emissionserlös und die Rendite werden in der Pricing Notice (definiert unter in "SUBSCRIPTION, SALE AND OFFER OF THE NOTES") enthalten sein, die bei der CSSF und der Luxemburger Wertpapierbörse eingereicht und auf der Internetseite der Luxemburger Wertpapierbörse (www.bourse.lu) spätestens am Tag der Begebung der Schuldverschreibungen veröffentlicht wird.
<i>Gesamtnennbetrag:</i>	EUR [•]
<i>Ausgabepreis:</i>	[•] % des Gesamtnennbetrags
<i>Tag der Begebung:</i>	29. März 2011
<i>Stückelung:</i>	Die Schuldverschreibungen werden im Nennbetrag von je EUR 1.000 begeben.
<i>Form der Schuldverschreibungen:</i>	Die Schuldverschreibungen werden anfänglich durch eine vorläufige Inhaber-Globalurkunde (die " vorläufige Globalurkunde ") ohne Zins-scheine verbrieft, welche bei einem gemeinsamen Verwahrer für Clearstream Banking <i>société anonyme</i> und Euroclear Bank SA/NV (zusammen das " Clearing System ") hinterlegt wird. Schuldverschreibungen, die durch die vorläufige Globalurkunde verbrieft sind, werden gegen Schuldverschreibungen, die durch eine Inhaber-Dauerglobalurkunde

(die "**Dauerglobalurkunde**"; die vorläufige Globalurkunden und die Dauerglobalurkunde, zusammen die "**Globalurkunde**") ohne Zinsscheine verbrieft sind, nicht früher als 40 Tage nach dem Tag der Begebung gemäß den in den Anleihebedingungen dargelegten Bestimmungen ausgetauscht. Insbesondere ein solcher Austausch und jegliche Zinszahlung auf durch die vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen erst nach Vorlage von Bescheinigungen, wonach der wirtschaftliche Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Person ist, die nach Inhalt und Form den Anforderungen des Rechts der Vereinigten Staaten und den Regelungen und Betriebsverfahren des Clearing Systems entsprechen. Zahlungen auf die vorläufige Globalurkunde erfolgen erst nach Vorlage solcher Bescheinigungen. Es werden keine Einzelurkunden und keine Zinsscheine begeben.

Verzinsung:

Die Schuldverschreibungen werden vom 29. März 2011 (einschließlich) bis zum 29. März 2018 (ausschließlich) mit einem jährlichen Zinssatz von [•] % verzinst. Die Zinsen sind nachträglich am 29. März eines jeden Jahres zahlbar. Die erste Zinszahlung erfolgt am 29. März 2012.

Steuern:

Kapital und Zinsen sind ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder sonstigen Abgaben gleich welcher Art zu leisten, die von oder in der Bundesrepublik Deutschland oder den Niederlanden oder für deren Rechnung oder von oder für Rechnung einer politischen Untergliederung oder Steuerbehörde auferlegt oder erhoben werden (die "**Quellensteuer**"), es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben. In einem solchen Fall, wird die Emittentin, vorbehaltlich der in den Anleihebedingungen festgelegten Ausnahmen, diejenigen zusätzlichen Beträge zahlen, die erforderlich sind, damit die den Gläubigern von Schuldverschreibungen zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen an Kapital und Zinsen entsprechen, die ohne einen solchen Einbehalt oder Abzug bezüglich der Schuldverschreibungen empfangen worden wären.

Vorzeitige Rückzahlung aus steuerlichen Gründen:

Die vorzeitige Rückzahlung der Schuldverschreibungen aus steuerlichen Gründen ist für die Emittentin zulässig, falls als Folge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze oder Vorschriften (einschließlich jeder Änderung oder Ergänzung der Anwendung oder der offiziellen Auslegung dieser Gesetze oder Vorschriften) der Bundesrepublik Deutschland oder den Niederlanden oder deren politischen Untergliederungen oder Steuerbehörden, die Emittentin zur Zahlung zusätzlicher Beträge auf die Schuldverschreibungen verpflichtet ist, wie im Einzelnen in den Anleihebedingungen dargelegt.

Vorzeitige Rückzahlung bei einem ausstehenden Mindestgesamtnennbetrag:

Wenn 80% oder mehr des Gesamtnennbetrags der dann ausstehenden Schuldverschreibungen aufgrund des Eintritts eines Rückzahlungsereignisses (wie in den Anleihebedingungen definiert) zurückgezahlt oder zurückerworben und entwertet wurde, ist die Emittentin berechtigt, gegenüber den Anleihegläubigern nach ihrer Wahl alle ausstehenden Schuldverschreibungen zum Rückzahlungsbetrag (wie in den Anleihebedingungen definiert) zuzüglich bis zum Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zurück zu zahlen.

Rückzahlungsereignis:

Die Anleihebedingungen sehen Regelungen für den Fall des Kontrollwechsels vor, durch welche die Anleihegläubiger berechtigt werden, die Emittentin bei Eintritt eines Rückzahlungsereignisses zur Rückzahlung der Schuldverschreibungen zu veranlassen.

Status der Schuldverschreibungen:

Die Schuldverschreibungen begründen nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit

	allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.
<i>Status der Garantie:</i>	Die Garantie begründet eine unbedingte, unbesicherte und nicht nachrangige Verbindlichkeit der Garantin, die mit allen anderen jeweils bestehenden, nicht besicherten und nicht nachrangigen Verbindlichkeiten der Garantin gleichrangig ist.
<i>Negativverpflichtung:</i>	In § 2(2) der Anleihebedingungen stimmen die Emittentin und die Garantin zu, keine Sicherungsrechte zur Besicherung von Kapitalmarktverbindlichkeiten zu gewähren.
<i>Kündigungsgründe:</i>	Die Anleihebedingungen sehen Kündigungsgründe vor, die die Anleihegläubiger berechtigen, die unverzügliche Rückzahlung der Schuldverschreibungen zu verlangen, wie im Einzelnen in den Anleihebedingungen dargelegt.
<i>Cross Default:</i>	Die Anleihebedingungen enthalten eine Cross-Default-Klausel (Drittverzugs Klausel) unter anderem in Bezug auf Nichtzahlung von Kreditaufnahmen.
<i>Gesetz über Schuldverschreibungen aus Gesamtemissionen:</i>	Die Anleihebedingungen sehen vor, dass Anleihegläubiger durch Mehrheitsbeschluss (bestimmte wesentliche Änderungen erfordern eine Mehrheit von mindestens 75 Prozent) Änderungen der Anleihebedingungen zustimmen und zur Wahrnehmung ihrer Rechte einen gemeinsamen Vertreter für alle Anleihegläubiger bestellen können. Mit Ausnahme des in § 18 Absatz 4 Satz 2 des Gesetzes über Schuldverschreibungen aus Gesamtemissionen (Schuldverschreibungsgesetz) geregelten Falles werden alle Abstimmungen ausschließlich im Wege der Abstimmung ohne Versammlung durchgeführt.
<i>Anwendbares Recht:</i>	Die Schuldverschreibungen und die Garantie unterliegen deutschem Recht.
<i>Gerichtsstand:</i>	Nicht ausschließlicher Gerichtsstand für alle gerichtlichen Verfahren im Zusammenhang mit den Schuldverschreibungen ist Frankfurt am Main.
<i>Kreditbewertung:</i>	Die langfristigen und kurzfristigen Schuldtitel der Garantin wurden von Standard & Poor's Ratings Services, London (" Standard & Poor's ") mit "BBB" bzw. "A-2" bewertet und von Moody's Investors Service Ltd., London mit "Baa2" und P-2 bewertet. Standard & Poor's hat die Schuldverschreibungen mit BBB bewertet. Eine Bewertung stellt keine Empfehlung dar, Wertpapiere zu kaufen, zu verkaufen oder zu halten, und kann jederzeit von der jeweiligen Rating-Agentur geändert, ausgesetzt oder zurückgenommen werden.
<i>Börsennotierung und -zulassung:</i>	Für die Schuldverschreibungen wurde die Zulassung zum Handel am regulierten Markt der Luxemburger Wertpapierbörse und die Notierung an der <i>official list</i> der Luxemburger Wertpapierbörse beantragt.
<i>Angebot der Schuldverschreibungen</i>	Die Schuldverschreibungen werden innerhalb einer Zeichnungsfrist angeboten, die nicht vor dem 22. März 2011 beginnt und bis zum Ausgabetag dauern wird, vorausgesetzt es findet keine Verkürzung oder Verlängerung der Zeichnungsfrist statt. Der Gesamtnennbetrag, die Anzahl der Schuldverschreibungen, der Ausgabepreis, der Zinssatz, der Nettobetrag der Erlöse vor Berücksichtigung der Gesamtkosten sowie die Rendite werden in der Mitteilung berücksichtigt, welche bei der CSSF und bei der Luxemburger Wertpapierbörse eingereicht und auf der Webseite der Luxemburger Wertpapierbörse (www.bourse.lu) nach dem Tag der

Preisfestsetzung und vor dem Tag der Begebung ("**Pricing Notice**"), veröffentlicht wird.

Das Angebot unterliegt keinen Bedingungen. Anleger können ein Angebot zum Kauf der Schuldverschreibungen durch Nutzung des Informationssystems Bloomberg oder eines anderen üblicherweise verwendeten Informationssystems oder nach Veröffentlichung der Pricing Notice über Bankinstitutionen in Luxemburg, Deutschland, Österreich oder den Niederlanden übermitteln. Jeder Anleger, der ein Angebot bezüglich der Schuldverschreibungen abgegeben hat und dessen Angebot angenommen wurde, erhält bezüglich der Zuteilung der Schuldverschreibungen eine Bestätigung per E-Mail, Fax oder über ein anderes üblicherweise verwendetes Informationssystem.

Lieferung und Zahlung der Schuldverschreibungen erfolgen innerhalb von sieben Werktagen nach dem Tag der Preisfestsetzung der Schuldverschreibungen und der Bestätigung der Zuteilung an den Anleger. Die Schuldverschreibungen werden durch Buchungseintrag über das Clearing System und deren kontoführenden Banken gegen Zahlung des Ausgabepreises übertragen.

Verkaufsbeschränkungen:

Das Angebot und der Verkauf von Schuldverschreibungen sowie die Verteilung von Angebotsmaterialien unterliegen regulatorischen Beschränkungen. Die in der Europäischen Union, den Vereinigten Staaten von Amerika, dem Vereinigten Königreich von Großbritannien und Nordirland und der Republik Italien geltenden Beschränkungen sind unter "SUBSCRIPTION, SALE AND OFFER OF THE NOTES - Selling Restrictions" dargestellt.

Abwicklung und Settlement:

Die Abwicklung der Schuldverschreibungen erfolgt durch Clearstream Banking *société anonyme* und Euroclear Bank SA/NV.

Verfügbarkeit von Dokumenten:

Dieser Prospekt, eventuelle Nachträge und die hierin einbezogenen Dokumente werden auf der Internetseite der Luxemburger Wertpapierbörse (www.bourse.lu) veröffentlicht.

Wertpapierkennnummern:

ISIN: XS0606202454
Common Code: 060620245
Wertpapierkennnummer (WKN): A1GNRQ

Zusammenfassung in Bezug auf die Garantin

Informationen über die Südzucker AG

Die Südzucker Aktiengesellschaft Mannheim/Ochsenfurt ("**Südzucker AG**") wurde 1926 für eine unbestimmte Zeit unter dem Namen Süddeutsche Zucker AG nach deutschem Recht gegründet. Nach dem Zusammenschluss mit der Zuckerfabrik Franken GmbH wurde der Name 1988 in Südzucker Aktiengesellschaft Mannheim/Ochsenfurt geändert. Die Südzucker AG ist im Handelsregister des Amtsgerichts Mannheim unter HRB Nr. 0042 eingetragen.

Der Sitz der Südzucker AG ist Mannheim und ihre Geschäftsadresse ist Maximilianstrasse 10, D-68165 Mannheim, die Telefonnummer ist +49 621 421 437.

Zusammenfassung der Finanzinformationen

Die folgende Aufstellung stellt die wichtigsten Finanzinformationen der Garantin dar, die aus den geprüften Konzernabschlüssen der Südzucker AG für die Geschäftsjahre, welche am 28. Februar 2009 und am 28. Februar 2010 endeten, und dem ungeprüften Konzernzwischenabschluss der Südzucker AG für die neun Monate, die am 30. November 2010 endeten, entnommen wurden.

	9 Monate bis 30. November 2010	9 Monate bis 30. November 2009	Geschäftsjahr 28. Februar 2010	Geschäftsjahr 28. Februar 2009
EUR in Millionen				
Umsatzerlöse	4.667	4.437	5.718	5.871
EBITDA	613	490	645	489
Operatives Ergebnis	416	308	403	258
Nettoerträge	259	217	276	183
Cashflow	497	419	553	504
Investitionen in Sachanlagen	159	151	217	384
Bilanzsumme	7.566	7.642	7.398	7.709
Aktienkapital	189	189	189	189
Kapitalreserve	1.189	1.189	1.189	1.138
Netto Finanzschulden	704	893	1.065	1.633

Überblick über die Geschäftstätigkeit

Die Garantin ist die Muttergesellschaft des Südzucker Konzerns, der in vier Geschäftsbereichen aktiv ist, nämlich Zucker, Spezialprodukte, CropEnergies und Obst.

Im Zuckersegment ist der Südzucker Konzern nach seiner eigenen Einschätzung, gemessen an Umsatz und Produktionsvolumen, derzeit Europas größtes Zuckerunternehmen. Im Bereich Spezialprodukte umfassen die Geschäftsaktivitäten des Südzucker Konzerns die Bereiche funktionale Ernährung, Pizzaproduktion, Stärkeproduktion und einzelverpackte Nahrungsmittel. Der Bereich CropEnergies beinhaltet die Aktivitäten der Garantin im Bereich Bioethanolproduktion. Das Obst Segment besteht aus zwei Segmenten, nämlich der Obstverarbeitung und der Produktion von Fruchtsaftkonzentraten.

Verwaltungs-, Geschäftsführungs- und Aufsichtsorgane

Der Vorstand der Südzucker AG ist für die Führung der Geschäfte des Südzucker Konzerns verantwortlich; der Aufsichtsrat überwacht den Vorstand und bestimmt seine Mitglieder.

Der Vorstand der Südzucker AG besteht aus den folgenden Mitgliedern: Dr. Wolfgang Heer, Dr. Thomas Kirchberg, Thomas Kölbl, Prof. Dr. Markwart Kunz und Dipl.-Ing. Johann Marihart.

Die Mitglieder des Aufsichtsrats der Südzucker AG sind: Dr. Hans-Jörg Gebhard (Vorsitzender), Dr. Christian Konrad (Stellvertretender Vorsitzender), Franz-Josef Möllenberg (Stellvertretender Vorsitzender), Dr. Ralf Bethke, Ludwig Eidmann, Dr. Jochen Fenner, Manfred Fischer, Erwin Hameseder, Hans Hartl, Reinold Hofbauer, Wolfgang Kirsch, Georg Koch, Klaus Kohler, Erhard Landes, Bernd Maiweg, Dr. Arnd Reinefeld, (bis zum 28. Februar 2011), Joachim Rukwied, Ronny Schreiber, Franz-Rudolf Vogel, Wolfgang Vogl und Roland Werner.

Grundkapital

Das ausgegebene Aktienkapital der Garantin beläuft sich auf € 189.353.608, aufgeteilt in 189.353.608 nennwertlose Inhaberaktien mit einem zugerechneten Anteil am Aktienkapital von € 1 pro Stück. Das ausgegebene Aktienkapital ist voll eingezahlt.

Zusammenfassung in Bezug auf die Emittentin

Informationen über die Südzucker International Finance B.V. („Südzucker Finance“)

Südzucker Finance wurde am 13. Januar 1994 als Gesellschaft mit beschränkter Haftung (*besloten vennootschap met beperkte aansprakelijkheid*) nach niederländischem Recht für eine unbestimmte Zeit gegründet.

Der Sitz (*statutaire zetel*) der Südzucker Finance ist in Amsterdam, Niederlande, wo sie im Register der Industrie und Handelskammer für Rotterdam unter der Nummer 33.255.988 eingetragen ist. Die Geschäftsadresse ist Laurens Jzn Costerstraat 12, Oud-Beijerland, 3261LH, Niederlande und die Telefonnummer ist +31-186 627831.

Zusammenfassung der Finanzinformationen

Die folgende Aufstellung stellt die wichtigsten Finanzinformationen der Emittentin dar, die aus den geprüften Einzelabschlüssen der Südzucker Finance für die Geschäftsjahre, welche am 28. Februar 2009 und am 28. Februar 2010 endeten, und dem ungeprüften Einzelhalbjahresabschluss der Südzucker Finance für die sechs Monate, die am 31. August 2010 endeten, entnommen wurden.

	<u>6 Monate bis</u> <u>31. August</u> <u>2010</u>	<u>6 Monate bis</u> <u>31. August</u> <u>2009</u>	<u>Geschäftsjahr</u> <u>28. February</u> <u>2010</u>	<u>Geschäftsjahr</u> <u>28. February</u> <u>2009</u>
	EUR in Millionen			
Summe Aktiva	1.500	1.802	1.847	1.535
Eigenkapital	7	7	6	9
Langfristige Finanzverbindlichkeiten	1.470	1.468	1.469	1.487
Kurzfristige Finanzverbindlichkeiten	0	300	300	0

Überblick über die Geschäftstätigkeit

Die Geschäftstätigkeit der Emittentin besteht darin, andere Unternehmen des Südzucker Konzerns zu finanzieren.

Verwaltungs-, Geschäftsführungs- und Aufsichtsorgane

Der Vorstand der Südzucker Finance besteht aus den folgenden Mitgliedern: Herman Hein Scholten, Gerardus Pancratius Nota und Deutsche International Trust Company N.V.

Grundkapital

Mit Stichtag 28. Februar 2010 betrug das autorisierte Aktienkapital der Südzucker Finance € 2.269.000, aufgeteilt in 50.000 Stammaktien mit einem Wert von je € 45,38. Mit Stichtag 28. Februar 2010 betrug das ausgegebene und eingezahlte Stammkapital € 2.000.123,50.

Zusammenfassung der Risikofaktoren

Eine Anlage in die Schuldverschreibungen ist mit bestimmten Risiken im Zusammenhang mit der wirtschaftlichen Verfassung der Emittentin und/oder der Garantin und den Merkmalen der Schuldverschreibungen verbunden. Diese Risiken könnten zu erheblichen Verlusten bis zum Totalverlust führen, die von den Anleihegläubigern zu tragen wären, wenn sie bei Verkauf der Schuldverschreibungen oder im Zusammenhang mit der Zahlung von Zinsen oder der Rückzahlung entstünden.

Die folgenden Informationen stellen eine Auflistung von Risikofaktoren dar, welche die Fähigkeit der Emittentin, ihre Verpflichtungen aus den Schuldverschreibungen bzw. der Garantin ihre Verpflichtungen aus der Garantie zu erfüllen beeinflussen können.

Risiken in Bezug auf die Garantin

- Reduzierung oder Wegfall von Handelsabkommen und regulatorischer Vorschriften
- Mangelnde Verfügbarkeit und Preisanstieg von Rohstoffen
- Anstieg der Energiekosten
- Risiken im Zusammenhang mit steigenden Kosten im Emissionshandel
- Sinken von Produktpreisen
- Unterbrechung des Produktionsablaufs durch technische, informationstechnologische oder logistische Störungen
- Risiken aufgrund von fehlerhaften Produkten
- Abhängigkeit von Großaktionären
- Risiken aufgrund von kartellrechtlichen Rechtsstreitigkeiten
- Risiken aus Gerichts- und Schiedsverfahren
- Risiken aus fehlgeschlagener Integration erworbener Unternehmen und ausbleibenden Vorteilen strategischer Allianzen
- Risiken aufgrund von Veränderungen der rechtlichen Rahmenbedingungen
- Umweltrisiko
- Risiken aufgrund von Verbindlichkeiten sowie Verpflichtungen im Zusammenhang mit Finanzierungsverträgen der Südzucker Gruppe
- Zins-, Wechselkurs-, Liquiditäts- und Bonitätsrisiken
- Abhängigkeit von qualifiziertem Personal
- Risiken durch Betriebsunterbrechungen infolge von Streiks
- Änderung des rechtlichen Rahmens der Besteuerung
- Risiken wegen unzureichender Versicherungen
- Risiken aufgrund einer Herabsetzung des Ratings, das für die Verbindlichkeiten der Garantin vergeben wurde

Risiken in Bezug auf die Emittentin

Die Südzucker Finance ist primär eine Gesellschaft für Finanzierungsaktivitäten der Südzucker Gruppe. Als solche besteht ihre Aufgabe in der Aufnahme und Weiterleitung von Kapital für Gesellschaften der Südzucker Gruppe in Form konzerninterner Darlehen.

In der Regel entsprechen die Konditionen dieser konzerninternen Darlehen den Zahlungsverpflichtungen der Südzucker Finance aus Schuldverschreibungen, die das Unternehmen zur Finanzierung dieser Darlehen ausgibt. Falls eine Konzerngesellschaft der Südzucker Gruppe mit ihren Zahlungen für ein konzerninternes Darlehen in Verzug gerät, ist die Südzucker Finance unter Umständen nicht in der Lage, ihren eigenen Zahlungsverpflichtungen aus den von ihr ausgegebenen Schuldverschreibungen nachzukommen.

Risiken in Bezug auf die Schuldverschreibungen

Die folgenden Informationen stellen eine Zusammenfassung der Risikofaktoren dar, die in Zusammenhang mit den Eigenschaften der Schuldverschreibungen stehen. Zu diesen Risiken zählen:

- Die Schuldverschreibungen sind möglicherweise nicht für jeden Anleger geeignet – da Investoren mit derartigen Instrumenten nicht hinreichend vertraut sein könnten
- Liquiditätsrisiko – Anleihegläubiger könnten die von ihnen gehaltenen Schuldverschreibungen möglicherweise nicht zu jeder Zeit verkaufen
- Risiko vorzeitiger Rückzahlung – die Emittentin könnte unter bestimmten Umständen die Schuldverschreibungen vorzeitig zurückzahlen
- Marktpreisrisiko – der Marktpreis der Schuldverschreibungen könnte auf Grund von Veränderungen in verschiedenen Variablen, wie zum Beispiel die allgemeine Wirtschaftsentwicklung, Inflation, Nachfrage der Schuldverschreibungen, schwanken
- Bonität der Garantin – der Marktpreis der Schuldverschreibungen könnte sinken, wenn sich die Bonität der Garantin verschlechtert
- Währungsrisiko – Investoren außerhalb der Eurozone unterliegen dem Risiko schwankender Wechselkurse
- Risiken bei festverzinslichen Schuldverschreibungen - der Marktpreis kann auf Grund von Veränderungen im Marktzinsniveau schwanken
- Beschlüsse der Anleihegläubiger – Anleihegläubiger der Schuldverschreibungen könnten von einer Mehrheit anderer Anleihegläubiger überstimmt werden
- Gemeinsamer Vertreter der Anleihegläubiger – Anleihegläubiger von Schuldverschreibungen könnten ihr individuelles Stimmrecht verlieren
- Keine Beschränkung der zukünftigen Verschuldung der Emittentin – die Emittentin kann ohne Begrenzung zusätzliche Verbindlichkeiten, die im gleichen Rang mit den Schuldverschreibungen stehen, emittieren

Der Eintritt mancher der vorgenannten Risiken könnte die Fähigkeit der Emittentin beeinträchtigen, ihren aus den Schuldverschreibungen resultierenden Zahlungsverpflichtungen nachzukommen, andere könnten zu einem Wertverlust der Schuldverschreibungen führen.

RISK FACTORS

Before deciding to purchase the Notes, investors should carefully review and consider the following risk factors and the other information contained in this Prospectus. The following statements are not exhaustive. Should one or more of the risks described below materialise, this may have a material adverse effect on the cash flows, results of operations and financial condition of the Issuer or the Guarantor or the Südzucker Group. Moreover, if any of these risks materialises, the market value of the Notes and the likelihood that the Issuer will be in a position to fulfil its payment obligations under the Notes, may decrease, in which case the Noteholders could lose all or part of their investments. Investors should note that the risks discussed below may not prove to be exhaustive and, therefore, may not be the only risks to which the Issuer and the Südzucker Group are exposed. Additional risks and uncertainties, which are currently not known to the Issuer or which the Issuer currently believes are immaterial, could likewise impair the business operations of the Issuer or the Südzucker Group and have a material adverse effect on their business, cash flows, results of operations and their financial condition. The order in which the risks are presented does not reflect the likelihood of their occurrence or the magnitude of their potential impact on the cash flows, results of operations and financial condition of the Issuer or the Südzucker Group. In addition, investors should be aware that the risks described might combine and thus intensify one another.

Risks relating to the Issuer

Südzucker Finance is primarily a funding vehicle of the Südzucker Group. As such, it raises funds in the capital markets and lends such monies on to companies within the Südzucker Group by way of inter-company loans.

Typically, the terms of such loans match the payment obligations of Südzucker Finance under instruments issued by it to fund those loans. In the event that a company within the Südzucker Group fails to make a payment under an inter-company loan to Südzucker Finance, Südzucker Finance may not be able to meet its payment obligations under the Notes.

The net proceeds from all of the Issuer's borrowings are lent on to its affiliated companies. This poses a significant concentration of credit risk to the Issuer, which is inherent to the Issuer's activities.

Furthermore, the Issuer is exposed to liquidity risks arising from the fact that all of the Issuer's borrowings are of a long-term nature and the proceeds from such borrowings are lent on to companies of the Südzucker Group on a short-term basis.

In addition, the Issuer is exposed to market risks including fair value interest rate risk and price risk, as it is required to cover its financing needs by raising funds on the financial markets, primarily by the issuance of debt instruments, and to trade in derivative instruments for hedging purposes. As a result, the Issuer is exposed to the risk of volatility of financial market conditions.

Risks relating to the Guarantor

Market-Related Risks

Reduction or cancellation of favourable regulatory provisions

Imports of sugar, starch, fruit and bioethanol from non-member states into member states of the European Union are subject to European Union import duties. Changes of international free trade agreements could lead to duty-free import quotas or a reduction or cancellation of import duties for such products. If European Union import rules were changed and the import duties on sugar, starch, fruit or bioethanol were reduced or completely eliminated, competitors from non-member States of the EU benefiting from local conditions resulting in significantly lower production costs could offer such products cheaply on the European market. This would place pressure on the relevant sales prices and thus could have significant adverse effects on the Südzucker Group's assets, financial condition and results of operations.

The current sugar market regime will be in place until September 2015. Amendments to or the complete cancellation of the relevant agricultural market rules for sugar, e.g., a cancellation of production quota, could result in material changes of the EU supply situation, thereby materially adversely affecting the Südzucker Group's assets, financial condition and results of operations.

Furthermore, any amendments to or the complete cancellation of European or national measures promoting biofuels, e.g., a reduction or cancellation of mandatory blending quota, could lead to a drop in demand for bioethanol, thereby materially adversely affecting the Südzucker Group's assets, financial condition and results of operations.

Insufficient supply with, and price volatility of, raw materials

As a processor of agricultural products, the Südzucker Group depends on the permanent availability of significant quantities of agricultural raw materials, particularly beet roots, raw sugar, sugar syrup, starch, fruit and grains. In the European Union the prices of these agricultural raw materials are materially determined by the relevant agricultural market regulations of the EU and the intervention prices provided therein. In case the relevant agricultural market regulations are changed due to international free trade agreements, e.g., in the context of the WTO, or cancelled without being replaced upon their termination, this could result in significant fluctuations of prices and available quantities of the relevant agricultural raw materials which could in turn materially adversely affect the Südzucker Group's assets, financial conditions and results of operations.

Already during the time the agricultural market regulations of the EU have been in force, the prices of agricultural raw materials have been, and may continue to be, subject to significant fluctuations due to, e.g., bad harvests caused by adverse weather conditions or diseases, changes in the political or regulatory environment, or changes in world market demand or production capacities in the EU. If, in case of a temporary or permanent increase of the prices of raw materials, the Südzucker Group is unable to secure sufficient quantities of raw materials and/or to pass on increased raw materials prices through corresponding increases in the prices paid by its customers this could have a material adverse effect on the Südzucker Group's assets, financial condition and results of operations.

Increase of energy costs

The Südzucker Group is subject to energy price risks due to the significant energy demand for the production of its end products. Energy prices have risen significantly in recent years and are also subject to cyclical fluctuations. It cannot be excluded that the prices of the energy sources used by the Südzucker Group may increase further in the future. If the Südzucker Group were unable to offset increased energy costs by optimising energy efficiency during production or to pass on increased costs through corresponding increases in the prices paid by its customers, this could have a material adverse effect on the Südzucker Group's profit margins and, consequently, on its assets, financial condition and results of operations.

Increase of costs associated with emission certificates

In connection with the EU-wide trade with emission rights for carbon dioxide (so-called emission certificates), the Südzucker Group was allocated adequate emission certificates for the trading period from 2008 to 2012. However, the concrete design of the European emissions trading scheme from 2013 to 2020 has not been finalized. From today's perspective, the Guarantor does not expect the allocations as of 2013 to cover the anticipated consumption, as the regulations on the allocation of emission certificates from 2013 onwards will lead to stricter conditions of the trade of emission rights by reducing the number of available certificates as compared to the period from 2008 to 2012. The procurement costs of the Südzucker Group may increase due to the insufficient availability of emission certificates, the administrative costs associated with the trading of emission rights and the high volatility of the prices of emission certificates. The inability to acquire sufficient emission certificates may furthermore pose a significant risk on the ability of the Guarantor to maintain its operations without limitation.

In addition, it is difficult to assess the future development of the international, European and national regulatory framework of the trading of emission rights beyond the year 2013. If the Südzucker Group fails to pass on increased procurement costs through corresponding increases in the prices paid by its customers, this could have an adverse effect on the Südzucker Group's profit margins and hence its assets, financial condition and results of operations.

Decrease of product prices

Prices for the products of the Südzucker Group, particularly sugar, starch, fruit preparations, fruit juice concentrates, bioethanol and animal feed, on the sales markets relevant for the Südzucker Group, particularly in the EU, are affected by various factors such as supply and demand at the local level, the price level and availability on the world market, as well as general political or economic conditions, and may thus fluctuate significantly. Should the market prices of the products of the Südzucker Group decline, e.g., due to an increase of production capacities or shrinking demand following an economic downturn, this could have an adverse effect on the Südzucker Group's profits and hence its assets, financial condition and results of operations.

Risks resulting from the Guarantor's operations

Disruptions of operations caused by technical, IT or logistical failures

The Südzucker Group cannot rule out the possibility of technical, IT, logistical or other disruptions causing a temporary breakdown of individual systems or system components needed for the production process. It is also possible that interruptions in the supply of raw material or energy could have a temporary adverse effect on production or make temporary suspension of production necessary. The resulting loss of production could adversely affect the Südzucker Group's ability to satisfy its delivery commitments to its customers and, in the case of incomplete or delayed deliveries, could lead to claims by those customers (in particular claims for damages) and to permanent loss of customers, which could have a material adverse effect on the Südzucker Group's assets, financial condition and results of operations.

Furthermore, the operational and strategic management of the Südzucker Group is largely dependent on sophisticated information technology. The Guarantor relies on business applications that run on networked computers to operate its manufacturing systems, support its business processes, exchange all of the data and information that the group of companies need to conduct business, as well as to process and store research and business data. Should any of its IT systems fail to operate or have less than the expected functionalities, the Guarantor may be subject to material adverse impacts on its assets, financial condition and results of operations.

Risks due to defective products

The Südzucker Group's products could have defects that might lead to a reduction in their market acceptance and, consequently, to reduced product sales to customers or to claims for compensation. These could form the basis for warranty claims, claims for damages, or other claims against the Südzucker Group. This exposure is especially great in the case of wilful or negligent misconduct by employees or authorized agents that could lead to consequential damages to customers in an amount significantly exceeding the value of the products supplied by the Südzucker Group. In addition, due to contractual agreements, the Südzucker Group might be unable to take full recourse against its own suppliers or, for economic reasons, might be unable to fully or partially assert valid claims for recourse against its suppli-

ers or other third parties based on defective products or services. Claims against the Südzucker Group resulting from defective products could therefore have a significant adverse effect on its assets, financial condition and results of operations.

Dependence on majority shareholder

Süddeutsche Zuckerrüben-Verwertungs Genossenschaft eG, Stuttgart, Germany (“SZVG”), currently holds the majority of the Guarantor’s share capital. In total 18.700 beet growers are members of the cooperative SZVG and are also suppliers of agricultural raw materials (particularly beet roots) of the Südzucker Group based on long term supply contracts. If, for whatever reason, those members fail to fulfil their contractual obligations to the Südzucker Group in whole or in part or in a timely manner or increases its prices significantly above the market level without the Südzucker Group being able to make timely arrangements for the supply of comparable quality and at comparable terms by other suppliers, this may endanger the Südzucker Group’s business operations and have a material adverse effect on its assets, financial condition and results of operations. Furthermore, SZVG may exercise its direct and indirect voting rights in the Guarantor’s general shareholders’ meeting in such a way as to delay, prevent or facilitate a change in control of the Guarantor or significantly influence the Guarantor’s future strategy, business operations or capital structure.

Risks due to anti-trust proceedings

A number of companies of the Südzucker Group are currently subject to anti-trust proceedings in several member states of the EU. The German Federal Cartel Office commenced a proceeding against Südzucker AG in March 2009. The investigations focused on, inter alia, issues in connection with the reform and the implementation of the new regulations relating to the EU sugar market. In this context, anti-trust proceedings were commenced by the Slovakian and Hungarian cartel offices against subsidiaries of AGRANA in Slovakia and Hungary. On 7 September 2010, the Austrian Federal Competition Authority filed an application with the Vienna cartel court against, *inter alia*, AGRANA Zucker GmbH and Südzucker AG for the determination of a violation of cartel law. AGRANA and Südzucker AG are reproached with participation in competition-restricting agreements in relation to Austria.

It cannot be excluded that companies of the Südzucker Group will also in the future be subject to anti-trust proceedings by the respective competent cartel offices and may be imposed fines or held liable for damages by third parties for violations of anti-trust laws. An unfavorable outcome of the current or any future anti-trust proceedings or civil action for damages could materially adversely affect the Südzucker Group’s assets, financial condition and results of operations.

Risks due to adverse outcomes of claims and lawsuits

A variety of claims and lawsuits are brought against the Südzucker Group, including claims and lawsuits involving business it has acquired. The outcome of such litigation and other claims is subject to considerable uncertainty. Adverse outcomes in some or all of the claims pending against Südzucker might result in the award of significant damages or injunctive relief against Südzucker that could negatively impact its ability to conduct its business. Furthermore, actual outcomes of litigation and other claims may differ from the assessments made by management in prior periods, which could result in a material negative impact on our business, financial condition, income, cash flows, or reputation.

Risks resulting from failure to integrate acquired entities and profit from strategic alliances

The Südzucker Group has in the past made acquisitions of businesses, products, and technologies to complement or expand its business, and expects to continue to make such acquisitions in the future. Management’s negotiation of potential acquisitions and alliances, and the integration of acquired businesses, products, or technologies demands time, focus, and resources of management and of its workforce. Acquisitions carry many additional risks, including, among others, that it may not be possible to successfully integrate the acquired businesses, technologies, products or administrative systems, retain key personnel, avoid assuming material unknown liabilities, incurring debt or significant cash expenditures or, or implement, restore or maintain internal controls. In addition, acquired businesses may not perform as anticipated which may have a negative impact on operating margins and income. Furthermore, we have entered into, and expect to continue to enter into, alliance arrangements for a variety of purposes including the development of new products. There can be no assurance that any such purposes will be successfully achieved or that Südzucker will not incur significant unexpected liabilities in connection with such ar-

rangements. Therefore it cannot be excluded that Südzucker may not benefit as anticipated from acquisitions or alliances, and that its business, financial condition or results of operations will be negatively affected.

Risk resulting from changes in the legal framework

Applicable laws and regulations, in particular building, emission control and water laws and regulations, must be observed when building and operating plants for the manufacture of the products of the Südzucker Group, particularly sugar and starch products, bioethanol, animal feed, fruit preparations and fruit juice concentrates, in Germany or other countries in which the Südzucker Group operates. It cannot be excluded that the legal frameworks governing the construction, expansion or operation of manufacturing plants in Germany or other states in which the Südzucker Group manufactures, or intends to manufacture, may be tightened in the future. The Südzucker Group might also violate applicable laws or regulations regarding the operation of plants, in particular by exceeding emission control or water regulation threshold values. This could result in orders being issued against the Südzucker Group by the competent authorities or as a result of so-called neighbours' complaints, and compliance with these orders could potentially require significant investments by the Südzucker Group. At worst, violation of laws or regulations could lead to the shutdown of a plant. Any of these factors could have significant adverse effects on the Südzucker Group's assets, financial condition and results of operations.

Furthermore, the Südzucker Group has to observe the applicable food and animal feed control laws and regulations when producing and marketing food and animal feed products in Germany and abroad, particularly in the EU. It cannot be excluded that the applicable regulatory framework in Germany or other member states of the EU or other states may be tightened in the future.

In addition, the Südzucker Group has to observe all other public laws and regulations applicable in Germany and other member states of the EU as well as other states, particularly anti-trust and competition laws. The Südzucker Group may be held liable under both public law and civil law for non-compliance with public regulations and any resulting damages or losses. It cannot be excluded that the Südzucker Group might fail to maintain a compliance management system that ensures compliance with all laws and regulations applicable to the Südzucker Group in Germany and other member states and non-member states of the EU. In spite of having an operational compliance management system, human error could still lead to violations of laws or regulations for which the Südzucker Group might be held liable. This could have a substantial adverse effect on the Südzucker Group's assets, financial condition and results of operations.

Environmental risk

As an operator of plants for the manufacture of sugar and starch products, bioethanol, animal feed, fruit preparations and fruit juice concentrates etc., as well as owner of plant properties, the Südzucker Group could be held liable under public law in Germany on grounds of causal responsibility or responsibility as possessor or owner of the land or by third parties under civil law in the event of soil or groundwater contamination. As owner or operator of plants, the Südzucker Group is also liable under both public law and civil law for non-compliance with public regulations and any resulting damages or losses. The Südzucker Group might not succeed in maintaining an environmental management system that ensures compliance with all environmental regulations. In spite of having an operational environmental management system, human error could still lead to environmental impacts for which the Südzucker Group, as plant operator, might be held liable, either directly or by recourse. This could have a substantial adverse effect on the Südzucker Group's assets, financial condition and results of operations.

Risks resulting from the Südzucker Group's debt and the obligations and covenants under its financing agreements

The conditions of the financing agreements entered into by companies of the Südzucker Group limit the financial and operating flexibility of the Südzucker Group, particularly its ability to incur new debt, grant security to third persons, dispose of material assets, take organizational measures such as mergers, changes of corporate form, joint ventures or similar transactions, or to enter into transactions with related parties. In addition, the Südzucker Group must meet certain financial covenants in the context of its financing agreements. It cannot be excluded that the Südzucker Group may not be able to meet all loan covenants and other obligations in connection with its present financing agreements, or to refinance its financial liabilities as they mature or to negotiate the same or better terms in future loan agreements. Fur-

thermore, Südzucker cannot assure that it will not have to incur additional debt in the future, or that future borrowings will be available to it in a sufficient amount or at the same or better conditions than in the past. Incurring additional debt could further increase the risks regarding our debt and financing arrangements. This could have a substantial adverse effect on the Südzucker Group's assets, financial condition and results of operations.

Interest rate, currency exchange rate, liquidity and credit default risks

As a result of the Südzucker Group's international business activities and its refinancing needs, it is exposed to financial risks resulting from currency exchange and interest rate fluctuations and from the use of exchange and interest rate derivatives. Adverse changes of exchange rates or an increase of interest rates could lead to increased financing costs and losses of earnings. In addition, the seasonality of raw sugar and grain production results in seasonal financing needs due to which the Südzucker Group is exposed to liquidity risks and risks of cashflow fluctuations. A sharp seasonal increase of financing or liquidity needs or a decrease of cashflows may lead to liquidity shortages of increased expenses.

The Guarantor and other companies within the Südzucker Group are subject to the risk that their contractual counterparties default under outstanding receivables. Should such defaults amount to a significant proportion of the total outstanding receivables, the Südzucker Group's financial position may be negatively affected.

There are also default risks associated with financial institutions with which the Guarantor and other companies within the Südzucker Group have signed insurance policies, have deposited funds, have credit lines or which have offered guarantees on behalf of the Guarantor. This risk increased due to the financial crisis.

Decreased earnings and increased financing costs due to the realization of the risks described above could materially adversely affect the Südzucker Group's assets, financial condition and results of operations.

Dependence on qualified personnel

The Südzucker Group's success depends to a significant degree on qualified management and employees. Research and development, the operation of existing manufacturing plants, and the planning and commissioning of new plants are areas that are particularly dependent on the availability of highly qualified employees with sufficient experience. If the Südzucker Group were unable to retain its qualified employees and hire additional qualified personnel, it might not be in the position to achieve its strategic and business goals. This could have a significant adverse effect on the Südzucker Group's assets, financial condition and results of operations.

Risks resulting from prolonged work stoppages due to labor disputes

Although Südzucker believes that it has satisfactory relations with its works councils and unions, it can neither exclude that it will reach new agreements on satisfactory terms when existing collective bargaining agreements expire nor that it is able to reach such new agreements without work stoppages, strikes or similar industrial actions. Should the Guarantor be subject to work stoppages, strikes or similar actions of its workforce an adverse effect on the Südzucker Group's assets, financial condition and results of operations may occur.

Risks due to changes in tax laws or regulations

Südzucker operates in a large number of countries and therefore is subject to different tax laws and regulations. Changes in tax laws or regulations and results from tax audits by fiscal authorities could result in higher tax expenses and cash payments. Furthermore, changes in tax laws or regulations could impact our tax liabilities as well as our deferred tax assets and deferred tax liabilities.

Risks resulting from insufficient insurance coverage

The Südzucker Group maintains insurance coverage against a diverse portfolio of risks. However, certain categories of risks are not currently insurable at reasonable cost. Even if insurance can be obtained, coverage may be subject to exclusions that limit or prevent Südzucker's indemnification under the policies. Furthermore, Südzucker cannot guarantee the ability of the insurance companies to meet their liabilities

from claims. If this risk materializes, it may have a significant negative impact on Südzucker's business, financial position, income, or cash flows.

Credit ratings

Südzucker's outstanding long term and short term debt has been assigned credit ratings by Moody's Investors Service Ltd., London and Standard & Poor's Rating Services, London, respectively. Generally, a credit rating assesses the credit worthiness of an entity and informs an investor about the probability of the entity being able to redeem invested capital. It is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time. Credit ratings play a critical role in determining the costs for entities accessing the capital market in order to borrow funds and the rate of interest they can achieve. A decrease in credit ratings may increase borrowing costs significantly and may accordingly have a material adverse effect on the financial condition and results of operation of Südzucker Group.

Risks relating to the Notes

An investment in the Notes involves certain risks associated with the characteristics, specification and type of the Notes which could lead to substantial losses that Noteholders would have to bear in the case of selling their Notes or with regard to receiving interest payments and repayment of principal. Risks regarding the Notes comprise, *inter alia*, the following risks:

Notes may not be a suitable investment for all investors

Each potential investor in Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation and the investment(s) it is considering, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including cases in which the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Notes and the content of this Prospectus; and
- (v) be able to evaluate, either alone or with the help of a financial adviser, possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Liquidity risk

Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on its regulated market and to be listed on its official list. However, there is a risk that no liquid secondary market for the Notes will develop or, if it does develop, that it will not continue. The fact that the Notes may be listed does not necessarily lead to greater liquidity as compared to unlisted notes. In an illiquid market, an investor is subject to the risk that he will not be able to sell his Notes at any time or at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons.

Risk of early redemption

The Notes may be redeemed at the option of the Issuer (in whole, but not in part) at the Redemption Price (as defined in the Terms and Conditions) plus accrued interest to the date fixed for redemption, (i) for reasons of taxation, as more fully described in the Terms and Conditions or (ii) if 80 per cent or more of the aggregate principal amount of the Notes then outstanding has been redeemed following a Put Event or has been repurchased and cancelled, as more fully described in the Terms and Conditions. In the event that the Issuer exercises the option to redeem the Notes, the Noteholders might suffer a lower than expected yield and might not be able to reinvest the funds on the same terms.

Market price risk

The development of market prices of the Notes depends on various factors, such as changes of market interest rate levels, the policies of central banks, overall economic developments, inflation rates or the lack of or excess demand for the Note. The Noteholders are therefore exposed to the risk of an unfavourable development of market prices of their Notes which materialise if the Noteholders sell the Notes prior to the final maturity. If a Noteholder decides to hold the Notes until final maturity, the Notes will be redeemed at the principal amount of the Notes.

Creditworthiness of Südzucker AG

If, e.g., because of the materialisation of any of the risks regarding the Guarantor, the likelihood that the Guarantor will be in a position to fully perform all obligations under the Notes when they fall due decreases, the market value of the Notes will suffer. In addition, even if the likelihood that the Guarantor will be in a position to fully perform all obligations under the Notes when they fall due actually has not decreased, market participants could nevertheless have a different perception. In addition, the market participants' estimation of the creditworthiness of corporate debtors in general or debtors operating in the same business as the Südzucker Group could adversely change.

If any of these risks occurs, third parties would only be willing to purchase Notes for a lower price than before the materialisation of said risk. Under these circumstances, the market value of the Notes will decrease.

Currency risk

The Notes are denominated in Euro. If such currency represents a foreign currency to a Noteholder, such Noteholder is particularly exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes in the currency of the Noteholder. Changes in currency exchange rates result from various factors such as macro-economic factors, speculative transactions and interventions by central banks and governments.

In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal at all.

Fixed rate notes

The Notes bear interest at a fixed rate. A Noteholder of fixed rate Notes is particularly exposed to the risk that the price of such Notes falls as a result of changes in the market interest rate. While the nominal interest rate of a fixed rate Note as specified in the Terms and Conditions is fixed during the life of the Notes, the current interest rate on the capital market typically changes on a daily basis. As the market interest rate changes, the price of fixed rate Notes also changes, but in the opposite direction. If the market interest rate increases, the price of fixed rate Notes typically falls, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If the market interest rate falls, the price of fixed rate Notes typically increases, until the yield of such Notes is approximately equal to the market interest rate of comparable issues. If a Noteholder holds its Notes until maturity, changes in the market interest rate are without relevance to such Noteholder as the Notes will be redeemed at the principal amount of the Notes.

Resolutions of Noteholders

Since the Notes provide for meetings of Noteholders or the taking of votes without a meeting, a Noteholder is subject to the risk of being outvoted by a majority resolution of the Noteholders. As such majority resolution is binding on all Noteholders, certain rights of such Noteholder against the Issuer under the Terms and Conditions may be amended or reduced or even cancelled.

Noteholders' Representative

Since the Notes provide for the appointment of a Noteholders' representative (*gemeinsamer Vertreter*), it is possible that a Noteholder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Issuer, such right passing to the Noteholders' representative who is then exclusively responsible to claim and enforce the rights of all the Noteholders.

No restriction on the amount of debt which the Issuer may incur in the future

There is no restriction on the amount of debt which the Issuer may issue which ranks equal to the Notes. Such issuance of further debt may reduce the amount recoverable by the Noteholders upon winding-up or insolvency of the Issuer or may increase the likelihood that the Issuer may or shall defer payments of interest under the Notes.

USE OF PROCEEDS

In connection with the offering of the Notes, the Issuer will receive net proceeds of approximately EUR [•]. The Issuer intends to use the net proceeds for its general business purposes and for financing affiliated companies of the Südzucker Group . The total expenses of the issue of the Notes are expected to amount to approximately EUR 70,000.

GENERAL INFORMATION ON THE GUARANTOR

General and Formation

Südzucker Aktiengesellschaft Mannheim/Ochsenfurt ("**Südzucker AG**") was incorporated for an indefinite period of time under the laws of Germany in 1926 under the name Süddeutsche Zucker-AG. The name changed in 1988 to Südzucker Aktiengesellschaft Mannheim/Ochsenfurt after a merger with Zuckerfabrik Franken GmbH. Südzucker AG is registered with the commercial register at the local court (*Amtsgericht*) Mannheim under HRB No. 0042.

Südzucker AG's corporate seat is Mannheim, Germany, and its registered office is located at Maximilianstrasse 10, D-68165 Mannheim. Südzucker AG can be reached under the telephone number +49 621 421 437.

Financial Year

The financial year of Südzucker AG begins on 1 March and ends on the last day of February of the following year.

Object of the Guarantor

Pursuant to Article 2 of its articles of association the objects of the Guarantor are the production and sale of sugar, the exploitation of by-products resulting therefrom and farming and agriculture. The Guarantor may, in any form permissible, acquire other businesses or any part thereof or interest therein and effect any transaction which may seem likely to fulfil or further, directly or indirectly, the objects of the company.

Auditors

The independent auditors of the Guarantor are PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft, Olof-Palme-Strasse 35, 60439 Frankfurt am Main. They have audited the consolidated and unconsolidated financial statements of the Guarantor for the financial years ended 28 February 2009 and 28 February 2010, respectively, and have issued an unqualified auditor's report in each case. PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft is a member of the Wirtschaftsprüferkammer Berlin, Rauchstraße 26, 10787 Berlin.

Business

Business of the Südzucker Group

Südzucker AG is the parent company of the Südzucker Group which operates four business segments, namely the segments sugar, special products, CropEnergies and fruit.

Pursuant to the Guarantor's own assessment, the Südzucker Group is currently the largest European sugar enterprise and market leader by revenues and production volumes for sugar in Europe. Within the European Union (EU 27), the Südzucker Group operates sugar factories in Germany, Belgium, Austria, France, Poland, Czech Republic, Hungary, Slovakia and Romania. Outside the EU 27, the Südzucker Group is active in sugar production in Moldova and Bosnia.

In the special products segment, the Südzucker Group comprises a significant part of its non-sugar activities, namely with its affiliates BNEO, starch, Freiburger and PortionPack.

In the CropEnergies segment, the Südzucker Group is reporting its listed bioethanol activities. CropEnergies' production sites are located in Germany, Belgium and France.

In the fruit segment, the Südzucker Group comprises two divisions. The fruit preparation business with 25 production sites worldwide and the fruit juice concentrates business with 10 production sites in Europe and 2 joint ventures in China.

Sugar Segment

Overview

The sugar segment comprises of its production presence in Germany, Belgium, Austria, France, Poland, Czech Republic, Hungary, Slovakia, Romania, Bosnia and Moldova. In addition, the Südzucker Group

has intensified its trading and distribution activities mainly focussing the UK, Spain, Portugal, Italy and Greece. The segment also includes the agricultural and feedstuffs businesses.

Regulation of the Sugar Market and Market Development

Current CMO Sugar

Most Sugar markets all over the world are still regulated. The EU sugar market is governed by the common organization of the markets in the sugar sector (the “**CMO Sugar**”) since 1967. The current CMO Sugar runs from Juli 2006 until September 2015. As a part of the Common Agricultural Policy of the EU its primary objectives are market stabilization, safeguarding of adequate revenues for the agricultural society and a guaranteed availability of supplies at reasonable prices. Amongst others, the main corner stones of the current CMO Sugar are a stable supply management system and a mechanism to secure European and WTO legislation and directives, e.g. for imports and exports of sugar. Within this scope, demand and supply are the main drivers of the European sugar market.

Future of the CMO Sugar

The future shape of the sugar market regime may influence the Südzucker Group materially.

The current sugar market regime will be in place until September 2015. Thereafter, the future design of the CMO Sugar will have to interrelate tightly with international treaties and commitments of the EU. It is integrated into the general EU agricultural policy whose development from 2013 on is discussed currently. In this context policy instruments might be decided that will become relevant for the sugar market from 2015 onwards. The EU Commission announced to examine all options for the sugar market including a non-disruptive end of the quotas at a date to be defined. Today, there is no material automatism known which indicates significant changes following the current CMO Sugar.

WTO-II negotiations, which have been in progress since 2001, still have not generated any concrete results. An agreement is therefore unlikely in the near future. The negotiating mandate received by the EU Commission from the member states remains unchanged.

The backbone of a sound European sugar business is a sustainable equilibrium between local production, imports, exports and consumption. Should – despite declared political intention – the future target of the sugar market regime beyond 2015 not reach this equilibrium, negative effects on the financial situation and profitability of the Südzucker Group cannot be excluded.

EU sugar market

The Guarantor takes the view that the restructuring phase of the EU sugar market is over. The EU became a net importer of sugar after returning 5.8 million tonnes of sugar quota to the restructuring fund¹. The EU sugar market is now again stable and balanced. As a result, the EU Commission saw no need for a temporary market withdrawal for the 2010/11 sugar marketing year.

Effective October 1, 2009, customs duties and volume limits for imports from LDC (Least Developed Countries) and ACP (Africa, Caribbean, Pacific) countries were eliminated completely. Unrestricted market access can be limited by applying protective clauses. In 2009/10 sugar marketing year LDC/ACP imports were lower than originally predicted. Due to world market prices that are currently exceeding EU market price level, LDC/ACP imports into the EU are little attractive. Therefore, the EU Commission is expecting the imports from LDC/ACP to remain below expected mid-term levels also for the 2010/11 sugar marketing year. In addition, the EU Commission completed its free trade negotiations with the Andean and central American countries and agreed to duty free, annually rising import quotas of sugar and sugary products, starting at 276,000 tonnes per annum. These agreements will come into force after receiving approval from the EU Parliament and Council of Ministers. In 2010 the EU Commission resumed negotiations with MERCOSUR – the South American common market – for a free trade agreement. If sugar was not considered as sensitive product – to the contrary of the past trade practices – additional

¹ The EU restructuring fund has been set up to purchase quotas from EU member states in order to achieve market stability in the EU sugar market by 2009/10. In total, quotas were reduced by 5.8 million tonnes as a result of voluntary surrenders associated with the restructuring fund. The fund was financed by the restructuring levy charged.

duty free sugar import quotas could be agreed.

Export contingents

In February 2010, the EU Commission raised the export quota for non-quota sugar for the 2009/10 sugar marketing year from 1,350,000 to 1,850,000 tonnes. The additional sugar was quickly exported in the spring of 2010. Currently the EU Commission has set an export quota of only 650,000 tonnes for the 2010/11 sugar marketing year.

In November 2010, the EU Commission suspended tariffs on imports covered by preferential import quotas until August 31, 2011 because of the elevated world market price level. In addition, it announced that the export quota for the 2010/11 sugar marketing year may be increased by 350,000 tonnes to 1,000,000 tonnes in total. A final decision is pending.

Import quotas

Due to the tight supply situation in the 2010/11 sugar marketing year, in February 2011, the EU Commission allowed to market 500.000 tonnes of non-quota sugar on the EU food market. The EU Commission also announced to open an additional import quota of 300.000 tonnes for the 2010/11 sugar marketing year in March 2011. The decision is still pending.

The EU Commission imposed an import quota of 400,000 tonnes for both the 2009/10 and 2010/11 sugar marketing years for industrial sugar (non-quota sugar); however, the total imported during the sugar marketing year just ended was far less than this allotment.

Market development – World Market

In its report of the world's sugar balance for the 2010/11 campaign year, dated November 2010, F.O. Licht estimated that 158.4 (previous year: 151.8) million tonnes were produced during the 2009/10 campaign year and that 162.1 (previous year: 160.0) million tonnes were consumed.² Global sugar inventories would thus continue to decline, reaching 54.0 (previous year: 61.4) million tonnes, or 33.3 (previous year: 38.4) % of one year's consumption. F.O. Licht is expecting this situation to stabilise in the 2010/11 campaign year. Both production and consumption are expected to rise, to 168.6 million tonnes and 165.6 million tonnes respectively; as a result, inventories should settle at 55.7 million tonnes or 33.7 % of one year's consumption.

Last year, world market prices for sugar were very volatile. After reaching a high in February 2010, prices initially dropped substantially over the course of the next few months. They subsequently rose steeply and at the end of December 2010 reached a 30-year-high level with more than 800 USD per tonne for white sugar, only to slide again since then. At the end of February 2011, the world market price for raw sugar was quoted at USD 649 per tonne or € 469 per tonne. The world market price for white sugar was quoted at USD 744 per tonne or € 538 per tonne, but only a small percentage of the sugar produced worldwide is traded at world market prices.

Today, the development of the world market price for sugar potentially has a greater impact for the development of European markets and their respective pricing level. This is due to the fact that since the implementation of the current sugar market regime in 2006, the EU has become a net import market for sugar.

Beet Harvest and Campaign – Südzucker Group

The 2010 growing season was impacted by fluctuating and sometimes unfavourable weather conditions. Strong rainfall in the Südzucker Group's Eastern regions in May and the heat wave in a large part of Europe in mid-July had a strong impact. The excellent growth conditions during the remainder of the season were not sufficient to enable the beet growth to match the prior year's unusually high rate.

² See F. O. Licht's International Sugar & Sweetener Report available under <http://www.agranet.com/portal2/home.jsp?template=productpage&pubid=ag044>.

The campaign in the Südzucker Group's twenty-nine beet sugar factories started in the second half of September 2010 under initially excellent harvest conditions, but was hindered in late November by the early onset of winter throughout Europe. The beet yield was average as a result of the inconsistent growing season. The Südzucker Group's overall sugar yield thus declined year-over-year to about 11.4 (previous year 12.3) t/ha. The last factories ended their campaigns by mid-January 2011, which lead to an estimated average campaign duration of about 102 (previous year: 116) days.

Including the amount refined from raw sugar, total sugar production will come in at 4.3 (previous year: 4.8) million tonnes, about 9 per cent. less than the high total produced last year. The volume of non-quota sugar available will therefore be less than financial year 2009/10.

Sugar production (incl. refining) during the 2010 campaign (preliminary)

1,000 tonnes	2010	2009	Change %
Germany	1.494	1.822	-18,0
France	939	962	-2,4
Belgium	485	616	-21,3
Austria	453	414	9,4
Poland	374	410	-8,8
Romania	136	157	-13,4
Czech Republic	135	139	-2,9
Hungary	117	108	8,3
Moldova	75	33	> 100,0
Bosnia	63	50	26,0
Slovakia	62	58	6,9
Total	4.333	4.769	-9,1

Cooperation with Mauritius Sugar Syndicate

In June 2008, Südzucker AG signed a long-term cooperation agreement with the Mauritius Sugar Syndicate (MSS), the sole marketing representative of Mauritian sugar producers. The sugar imports from Mauritius enable the Südzucker Group to strengthen its European market position. The agreement gives the Südzucker Group exclusive marketing rights for around 400,000 tonnes of white sugar. The white sugar is shipped to various EU destinations along established routes, primarily to southern European markets where there is a deficit, such as Italy, Spain and Greece. Südzucker AG is playing a pioneering role by importing white sugar in containers. With this logistics concept, which is new to the sugar market, Südzucker AG has positioned itself as the only EU producer capable of covering all of Europe and supplying its customers from a single source.

Animal feed – Molasses pulp and pellets

As a by-product within the sugar production molasses are generated and sold as animal feed. Because of two record world-wide grain harvests in a row, grain prices stayed low from the summer of 2008 onwards. Molasses pulp pellets are used as an energy source in mixed feed, and their price directly tracks grain prices. General sales conditions were thus rather unsatisfactory for the entire financial year 2009/10, but since the beginning of financial year 2010/11, alongside the general strong increase in grain prices, prices for molasses have been increased.

Special Products Segment

Overview

The special products segment includes the BENEIO, Freiburger, Starch and PortionPack divisions.

BENEIO

BENEO bundles the Südzucker Group's functional food activities. BENEO comprises 3 business units. BENEO-Orafti, dealing with prebiotic fibres with the core products inulin and oligofructose. BENEO-Palatinit, dealing with functional carbohydrates with the core product isomalt holding, in the Guarantor's assessment, a global leadership position. And BENEO-Remy, dealing with rice starches with the core areas such as rice starches, rice flours, rice bran or rice concentrates. All areas have in common that they take benefit of the unchanged globally growing demand for functional food ingredients and the increasing awareness for healthy food. The global reach of BENEO is, in the Guarantor's view, key to future growth.

Freiberger

Freiberger is, based on data compiled by the Guarantor, the leader in European private and own label pizza production in terms of revenues and production quantity. Freiberger produces chilled and frozen pizzas as well as frozen pasta and baguettes. Solutions are specially geared towards the strategies of the business partners such as food retailers, caterers and food service operators.

Starch

The starch division incorporates all AGRANA starch and bioethanol activities. The starch business is a well established business with a principal focus on organic and GM-free³ starches for the food industry. The division provides specialty starches for the paper, textile, cosmetics, pharmaceutical and construction industries. The niche strategy allows for a differentiation from competitors and leverages the in-house research and development infrastructure.

PortionPack

PortionPack is, in the Guarantor's judgment, the European market leader for individually packaged portions for the food and non-food sectors by revenues in Central Europe. In addition to conventional sugar packets, the product range includes a wide spectrum of other food portion packs such as baked-goods, chocolate and sandwich spreads. Besides the out-of-home market (restaurants, hotels, caterers) and food retailers, PortionPack also services industry (contract packing) and the advertising/promotion sectors. In December 2008 PortionPack acquired the Spanish SAES Group and in October 2009 the UK based Single Source Ltd.

CropEnergies Segment

Overview

The CropEnergies segment includes the bioethanol production, the production of respective by-products within the bioethanol production and the liquefaction of CO₂ which has been most recently implemented alongside the bioethanol plant in Zeitz, Germany.

Bioethanol - By-Products – Innovation

CropEnergies is among the leading European producers of bioethanol. CropEnergies produces bioethanol from renewable raw material such as cereals and sugar beet, which can be used as a fuel for internal combustion engines. Due to its modern production facilities in Germany, Belgium and France, CropEnergies belongs to the group of leading European bioethanol producers in terms of revenues. CropEnergies is growing along with the rising demand for energy worldwide. As a renewable energy source, bioethanol is one answer to the future challenges of energy supply, especially in the transport sector. Unlike conventional fossil energy sources, bioethanol is not in limited supply but is a regenerative fuel produced from renewable raw materials. At the same time, bioethanol can substantially reduce climate-damaging emissions of CO₂. Consequently, the Guarantor views bioethanol to be the type of biofuel with the highest extension worldwide.

³ The following principles apply when manufacturing products marked as "GM-free": No ingredients obtained from genetically modified plants are used, regardless of whether their use can actually be traced in the finished product, no additives or processing agents obtained from genetically modified microorganisms are used. And the certification procedure includes the seeds, the growing and the harvesting conditions, the separation of storage facilities for raw materials and finished products in addition to processing in the factories.

The core competences of the CropEnergies segment are the processing of agricultural raw materials into high-quality products on an industrial scale and their marketing. CropEnergies comprises the extensive know-how covering the entire value chain in bioethanol production from crop-growing, through production, to transportation and providing consulting services for users, as well as in process optimisation, research into potential future applications, quality assurance and the marketing of co-products.

In the production of bioethanol from starch-containing cereals and sugar syrups all the raw materials are fully utilised. Besides bioethanol, various co-products are manufactured, which CropEnergies processes and markets as food and animal feed products. The next-generation bioethanol plant in Wanze, Belgium, produces wheat gluten for the food and animal feed industry in addition to bioethanol. Other protein animal feeds are produced as co-products. ProtiGrain®, a high-grade dry stillage product (DDGS, Distillers' Dried Grains with Solubles), is produced by drying and pelletisation in Zeitz, Germany. ProtiGrain® is a storable protein animal feed that is marketed throughout Europe today. ProtiWanze®, a liquid protein animal feed (CDS, Condensed Distiller's Solubles) that is particularly suitable for feeding ruminants and pigs, is produced in Wanze, Belgium.

The Guarantor believes that CropEnergies is among the most innovative and technologically advanced market participants. The bioethanol plant in Zeitz, Germany, is one of the largest in Europe. The plant in Wanze, Belgium, features an innovative, sustainability-orientated operating concept that delivers a unique combination of environmental and cost-efficiency benefits.

The bioethanol plants in Zeitz, Germany and Wanze, Belgium were certified according to sustainability standards in October 2010. As a result, the bioethanol produced there can be used by the mineral oil industry to meet its mandatory blending obligations with sustainable bioethanol. With this certification, CropEnergies is strengthening its pioneering position especially on the German bioethanol market, which is likely to grow further should the introduction of E10 from January 2011 on be successful. Furthermore, the plant for the purification and liquefaction of an annual 100,000 tonnes of biogenic CO₂ was brought on stream in Zeitz, Germany.

Fruit Segment

Overview

The fruit segment combines the strengths of a series of successful companies under the universal AGRANA brand and continues to develop in new growth markets through geographic diversification.

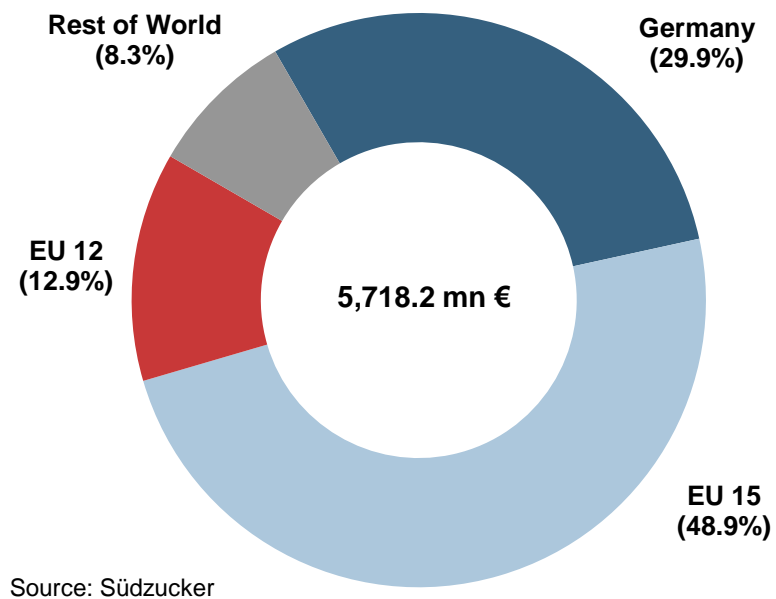
AGRANA Fruit is engaged in the production of fruit preparations. AGRANA Juice Holding GmbH, based in Gleisdorf, Austria, oversees all subsidiaries in the fruit juice concentrate market. This organisational structure makes it possible to position the fruit segment successfully, efficiently and uniformly worldwide. In addition, this corporate arrangement also helps to exploit existing potentials and synergies in the areas of purchasing, administration, research & development and sales.

The segment fruit encompasses a total of 37 production sites spread across Europe, Asia, North and South America, Africa and Australia, from which it supplies the global food industry with high quality natural products. In the fruit segment, no consumer products are produced, but fruit preparations and fruit juice concentrates are supplied to numerous industrial sectors, such as the dairy industry, the bakery goods sector, the ice-cream manufacturers and the soft beverage producers.

Markets

The Südzucker Group's main presence in terms of production and distribution is Europe. Germany is still the most important market for the Südzucker Group, while non-European revenues amount for 8.3 per cent. of the Südzucker Group's turn-over in financial year 2009/10. Besides Germany, the most important markets – in terms of revenue contribution - are Austria, France, Belgium and Poland.

Revenue by region 2009/10



The following graph illustrates the Südzucker Group's market position in each segment and division, based on the Guarantor's market research. Additionally, it shows the respective strategy and goals to be achieved.

Südzucker Group: Market Position (based on Südzucker's own assessment) and Strategic Objectives

Segment/Division	Market Position	Strategy / Main Drivers
Sugar	#1 in Europe	<ul style="list-style-type: none"> ■ Further enhancement of leading market position in Europe; especially in deficit markets ■ Internal efficiency gains
BENEOL Freiberger Starch PortionPack	#1 worldwide in Isomalt and Oligofructose #1 in Europe in frozen Pizza (private label) #1 in Europe in portion packs	<ul style="list-style-type: none"> ■ Leverage strength of core products into product innovations ■ Further internal and external growth ■ Focus on specialty starches ■ Development of product portfolio and regions
CropEnergies	One of the leading players in Europe	<ul style="list-style-type: none"> ■ Full exploitation of implemented capacity build-up
Fruit Preparations Fruit Juice Concentrates	#1 worldwide #1 in Europe	<ul style="list-style-type: none"> ■ Take full benefit of global increase in demand for healthy food and upmarket products e.g. yoghurt drinks, wellness products, convenience food ■ Usage of integrated platform to raise synergies in combined global sourcing and distribution

Strategy

The Südzucker Group is in the Guarantor's view Europe's leading supplier of sugar products. The Südzucker Group's special products (functional food, starch, chilled/frozen products and portion packs), CropEnergies (bioethanol) and fruit (fruit preparations/fruit concentrates) segments have captured significant market shares in their target sectors. The Südzucker Group's core competencies do, in the Guarantor's view, ideally satisfy the needs of these growth markets and are the reason for its success.

The Guarantor believes that its many years of experience with sustainable production based on agricultural commodities is one of its material strengths. Rising international demand for these goods may give the Südzucker Group the ability to succeed in the future. The Südzucker Group relies on its close ties to the agricultural industry, the source of its commodities, its extensive expertise in the area of processing raw agricultural materials at its production facilities, and its marketing experience, especially as it relates to downstream processing by various industries. In combination with in-house research expertise and an excellent infrastructure, the Guarantor has laid the foundation for optimized value added chains.

Using design and adaptation processes inherent to its systems, the Guarantor creates transparent organisational structures and lean processes to address changing markets and new production options. Efficiency improvement programmes are systematically initiated and continuously monitored at all levels of the value-added chain.

The terms of the Südzucker Group's strategic goal are broad. The Südzucker Group wants to work on shaping the future with its partners in a responsible manner, based on the aims sustainable profitable growth and long-term improvement in shareholder value. To achieve this, the Südzucker Group will penetrate new profitable business areas along the value chain in addition to conducting its traditional core business. The Südzucker Group plans to accomplish this through organic growth, alliances and acquisitions. The Südzucker Group's compliance principles are open and transparent to those inside the company. The Südzucker Group has always considered far-reaching structural upheavals, be they as a result of political decisions, crises or developments in the world markets, to be an opportunity to advance the

group and to grow market share. This is how the Südzucker Group considers itself to be able to align the sugar segment with the realities of the new EU sugar policies and make it fit for the future.

Competition

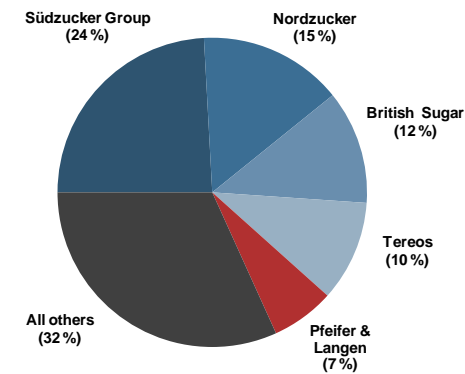
The Südzucker Group is mainly active in so called B2B (business to business) areas dealing with commodity markets at several points in the value chain in the majority of the divisions. Therefore it is crucial to reach leading market positions in all relevant product categories and regions in order to cope with the competitive environment.

The Südzucker Group holds, in its own assessment, market leadership positions in following segments and divisions: sugar, isomalt and oligofructose, private label pizza, portion packs and fruit preparations. Additionally, the Südzucker Group is, based on own experiences and observations, amongst the leading companies in the areas of bioethanol and fruit juice concentrates.

The competitive position of the Südzucker Group in the sugar market can be illustrated as follows:

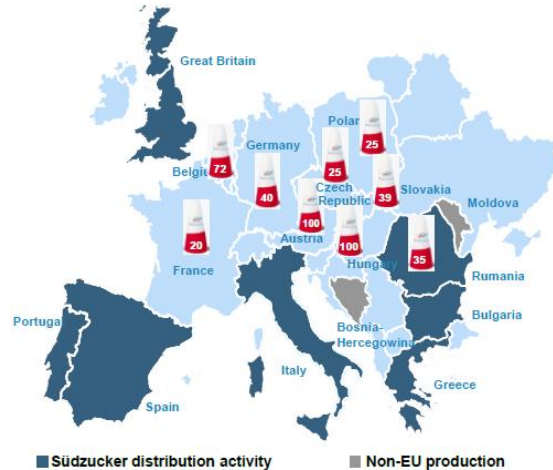
EU quota sugar production - sugar marketing year* 2009/10

Market share EU quota sugar production**



* Sugar marketing year: Oct. - Sept.
 ** Südzucker estimates
 Source: Südzucker

Südzucker quota share per country (in %)



Organisational Structure

Südzucker AG is the parent company of the Südzucker Group and carries out the management and corporate functions of the group.

The following table shows the principal subsidiaries that are either directly or indirectly owned by the Guarantor.

Principal subsidiaries of Südzucker AG

	Location	Country	SZ share (%)	Indirect holding (%)
SUGAR SEGMENT				
Sugar Germany				
Südzucker AG Mannheim/Ochsenfurt	Mannheim			
Sugar Belgium				
Raffinerie Tirlemontoise S.A.	Brussels	Belgium		99,41
Sugar France				
Saint Louis Sucre S.A.	Paris	France		99,76
Sugar Poland				
Südzucker Polska S.A.	Wroclaw	Poland		96,65
Sugar Moldova				
Südzucker Moldova S.A.	Drochia	Moldova		83,64
Sugar Austria				
AGRANA Zucker GmbH	Vienna	Austria		100,00
Sugar Czech Republic				
Moravskoslezské Cukrovary A.S.	Hrusovany	Czech Republic		97,66
Sugar Slovakia				
Slovenské Cukrovary s.r.o.	Sereď	Slovakia		100,00
Sugar Hungary				
Magyar Cukorgyártó és Forgalmazó Zrt.	Budapest	Hungary		87,56
Sugar Romania				
S.C. Romana Prod s.r.l.	Roman	Romania		100,00
Sugar Bulgaria				
AGRANA Trading EOOD	Sofia	Bulgaria		100,00
Sugar Bosnia				
STUDEN-AGRANA Rafinerija Secera d.o.o.	Brčko	Bosnia-Herzegovina		50,00
Sugar others				
AGRANA Beteiligungs-AG	Vienna	Austria	0,55	37,75
Agrar und Umwelt AG Loberaue	Rackwitz		100,00	
BGD Bodengesundheitsdienst GmbH	Mannheim		100,00	
Brüder Hernfeld Gesellschaft m.b.H.	Vienna	Austria		100,00
James Fleming & Co. Ltd.	Midlothian	Great Britain		100,00
Maxi S.r.l.	Bolzano	Italy	50,00	
Mönnich GmbH	Kassel		100,00	
Nougat Chabert & Guillot SA	Montelimar	France		99,75
Südprojekt Silo und Logistik GmbH & Co. KG	Mannheim		100,00	
Südzucker Hellas E.P.E.	Athens	Greece		100,00
Sudzucker Ibérica, S.L.U.	Barcelona	Spain		100,00
Südzucker International Finance B.V.	Oud-Beijerland	Netherlands	100,00	
SPECIAL PRODUCTS SEGMENT				
Freiberger				
Freiberger Holding GmbH	Berlin		10,00	90,00
Freiberger Lebensmittel GmbH	Berlin			100,00
Freiberger Lebensmittel GmbH & Co. Produktions- und Vertriebs KG	Berlin			100,00
Great Star Food Production GmbH & Co. KG	Berlin			100,00
Prim AS Tiefkühlprodukte Gesellschaft m.b.H.	Oberhofen	Austria		100,00
Stateside Foods Ltd.	Westhoughton	Great Britain		100,00
BENEO				
BENEO GmbH	Mannheim		100,00	
BENEO-Orafti S.A.	Oreye	Belgium		100,00
BENEO-Palatinit GmbH	Mannheim		15,00	85,00
BENEO-Remy N.V.	Wijgmaal (Leuven)	Belgium		100,00
Orafti Chile S.A.	Pemuco	Chile		100,00

	Location	Country	SZ share (%)	Indirect holding (%)
Starch				
AGRANA Stärke GmbH	Vienna	Austria		100,00
HUNGRANA Keményítő- és Isocukorgyártó és Forgalmazó Kft.	Szabadegyháza	Hungary		50,00
S.C. A.G.F.D. Tandarei s.r.l.	Tandarei	Romania		99,99
AGRANA Bioethanol GmbH	Vienna	Austria		74,90
PortionPack				
PortionPack Europe Holding B. V.	Oud-Beijerland	Netherlands	100,00	
PortionPack Belgium N.V.	Herentals	Belgium		100,00
PortionPack Holland B.V.	Oud-Beijerland	Netherlands		100,00
PORTIONPACK IBERIA, S.L.	Barcelona	Spain		100,00
Single Source Limited	Telford / Shropshire	Great Britain		100,00
Hellma Gastronomie-Service GmbH	Nürnberg			100,00
CROPENERGIES SEGMENT				
CropEnergies AG	Mannheim		70,83	
CropEnergies Beteiligungs GmbH	Mannheim			100,00
CropEnergies Bioethanol GmbH	Zeitz			100,00
BioWanze SA	Brussels	Belgium		100,00
RYSEN ALCOOLS SAS	Loon-Plage	France		100,00
FRUIT SEGMENT				
Fruit preparations				
AGRANA Fruit Argentina S.A.	Buenos Aires	Argentina		99,99
AGRANA Fruit Australia Pty Ltd.	Central Mangrove	Australia		100,00
AGRANA Fruit Austria GmbH	Gleisdorf	Austria		100,00
AGRANA Fruit Brasil Indústria, Comércio, Importacao e Exportacao Ltda.	Sao Paulo	Brazil		91,90
AGRANA Fruit Dachang Co., Ltd.	Dachang	China		100,00
AGRANA Fruit France S.A.	Paris	France		100,00
AGRANA Fruit Germany GmbH	Constance			100,00
AGRANA Fruit Istanbul Gıda Sanayi ve Ticaret A.Ş.	Zincirlikuyu	Turkey		100,00
AGRANA Fruit Korea Co. Ltd.	Seoul	South Korea		100,00
AGRANA Fruit México, S.A. de C.V.	Michoacan	Mexico		100,00
AGRANA Fruit Polska SP z.o.o.	Ostroleka	Poland		100,00
AGRANA Fruit S.A.S.	Paris	France		100,00
AGRANA Fruit Services S.A.S.	Paris	France		100,00
AGRANA Fruit South Africa (Proprietary) Ltd.	Cape Town	South Africa		100,00
AGRANA Fruit Ukraine TOV	Winnitsa	Ukraine		99,80
AGRANA Fruit US, Inc.	Brecksville Ohio	USA		100,00
Dirafrost FFI N. V.	Herk-de-Stad	Belgium		100,00
Dirafrost Maroc SARL	Laouamra	Morocco		100,00
o.o.o. AGRANA Fruit Moscow Region	Serpuchov	Russia		100,00
Fruit juice concentrates				
AGRANA Juice Denmark A/S	Køge	Denmark		100,00
AGRANA Juice Holding GmbH	Gleisdorf	Austria		100,00
AGRANA Juice Magyarország Kft.	Vásárosnamény	Hungary		100,00
AGRANA Juice Poland SP z.o.o.	Bialobrzegi	Poland		100,00
AGRANA Juice Romania Vaslui s.r.l.	Vaslui	Romania		100,00
AGRANA Juice Sales & Marketing GmbH	Bingen			100,00
Xianyang Andre Juice Co., Ltd.	Xianyang City	China		50,00
Yongji Andre Juice Co., Ltd.	Yongji City	China		50,00

Outlook

The Guarantor is expecting that the sugar segment's operating profit recovery will continue in the financial year 2010/2011. It is also expecting operating profit increases in the CropEnergies and fruit segments. Furthermore, the Guarantor expects the special products segment's results to be slightly below the high level of 2009/2010.

Investments

In the financial year 2009/10 investments in fixed assets of the Südzucker Group were reduced further as per budget to € 208.0 million from € 370.7 million in the financial year 2008/09. The sugar segment invested € 102.9 (previous year: 115.1) million, mainly for the packaging station in Roye, France, and replacements. After completing the new construction in Wanze, Belgium, the CropEnergies segment's investments declined to € 32.7 (previous year: 170.0) million. The special products segment's investments of € 47.3 (previous year: 57.4) million and the fruit segment's investments of € 24.3 (previous year: 28.2) million were primarily for replacements. For the financial year 2010/11 the Guarantor is expecting investments in fixed assets to be in order of about € 250 million (previous year € 208 million).

Legal and Arbitration Proceedings

In March 2009, the German Federal Antitrust Authority (*Bundeskartellamt*) (the "**Authority**") launched an inquiry into the activities of Südzucker AG and others. Among other things, the investigation concerned issues associated with the reforms and implementation of the new sugar market regulation. None of the Authority's initial allegations were substantiated up to now.

Local antitrust authorities also initiated proceedings against AGRANA subsidiaries in Slovakia and Hungary. On 7 September 2010 the Austrian Federal Competition Authority (*Bundeswettbewerbsbehörde*), among others referred AGRANA Zucker GmbH and Südzucker AG to the Vienna cartel court, requesting a decision on a past violation of the Austrian cartel act (*Kartellgesetz*). AGRANA and Südzucker AG are accused of engaging in agreements effecting restrictions on competition in Austria. Südzucker AG and AGRANA have submitted written statements to the court in this regard.

Other than disclosed in this Prospectus there are no and there have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Guarantor is aware), for the previous 12 months which may have, or have had in the recent past significant effects on the Guarantor's or the Südzucker Group's financial position or profitability.

Material Contracts

The Guarantor did not enter into any contracts outside the ordinary course of business which could result in any member of the Südzucker Group being under an obligation or entitlement that is material to Südzucker AG's ability to meet its obligations to the Noteholders.

Management and Administrative Bodies

The management board of Südzucker AG is responsible for the management of Südzucker Group's business; the supervisory board supervises the Management Board and appoints its members.

Management Board

The management board of Südzucker AG consists of the following members:

Name	Principal Occupation	Other Mandates
Dr. Wolfgang Heer Spokesman, Ludwigshafen		
Dr. Thomas Kirchberg Ochsenfurt Responsible for agricultural policies,		

beet, feedstuffs/by-products
farms/commodity markets, agricultural research and development

Thomas Kölbl
Mannheim
Responsible for finance, accounting, investor relations, compliance, financial management/controlling, operational corporate policy, taxation, legal matters, property/insurance, procurement of supplies and consumables

Prof. Dr. Markwart Kunz
Worms
Responsible for production/engineering, research/development/ services, procurement of capital goods/ maintenance materials and services, functional food, bioethanol

Dipl.-Ing. Johann Marihart
Limberg, Austria
Responsible for renewable raw materials, starch, fruit and CEO of the AGRANA Beteiligungs-AG

Baden-Württembergische
Wertpapierbörse GmbH, Stuttgart

BBG Bundesbeschaffungsges.
m.b.H, Austria
LEIPNIK-LUNDENBURGER
INVEST Beteiligungs-AG, Vienna, Austria
Österreichische Forschungsförderungsgesellschaft mbH, Vienna, Austria
Österreichische Nationalbank
AG, Vienna, Austria
Ottakringer Brauerei AG, Vienna, Austria
Spanische Hofreitschule - Bundesgestüt Piber, Vienna, Austria
(Chairman)
TÜV Österreich, Vienna, Austria
(Vorsitzender)
Universität für Bodenkultur,
Vienna, Austria

The business address of the members of the management board is the same as that of SüdzuckerAG.

Supervisory Board

The members of Südzucker AG's supervisory board are:

Name	Principal Occupation	Other Mandates
Dr. Hans-Jörg Gebhard Chairman Eppingen	Chairman of Verband Süddeutscher Zuckerrübenanbauer e.V.	SZVG Süddeutsche Zuckerrübenverwertungs-Genossenschaft eG, Ochsenfurt (Chairman) Vereinigte Hagelversicherung VVaG, Gießen VK Mühlen AG, Hamburg
Dr. Christian Konrad Deputy Chairman	Chairman of Raiffeisen-Holding Niederösterreich-Wien	BAYWA AG, Munich RWA Raiffeisen Ware Austria

Vienna, Austria

AG, Vienna, Austria
RWA Raiffeisen Ware Austria
Handel und
Vermögensverwaltung reg.
Gen.m.b.H., Vienna, Austria
Siemens Österreich AG, Vienna,
Austria (Deputy Chairman)
SZVG Süddeutsche Zuckerrü-
benverwertungs-Genossenschaft
eG, Ochsenfurt

Franz-Josef Möllenberg
Deputy Chairman
Rellingen

Chairman Gewerkschaft Nah-
rung-Genuss-Gaststätten

Kreditanstalt für Wiederaufbau,
Frankfurt am Main

Dr. Ralf Bethke
Deidesheim

Former CEO of K+S Aktienge-
sellschaft

Benteler AG, Paderborn
Dr. Jens Ehrhardt Kapital AG,
Pullach (Chairman)
K+S Aktiengesellschaft, Kassel
(Chairman)
SZVG Süddeutsche Zuckerrü-
benverwertungs-Genossenschaft
eG, Ochsenfurt

Ludwig Eidmann
Groß-Umstadt

CEO SZVG Süddeutsche Zu-
ckerrübenverwertungs-
Genossenschaft eG
Chairman Verband der Hessisch-
Pfälzischen Zuckerrübenanbauer
e.V.

Dr. Jochen Fenner
Gelchsheim

Chairman Verband Fränkischer
Zuckerrübenbauer e.V.

Manfred Fischer
Feldheim

Chairman works-council Südzu-
cker Aktiengesellschaft Mann-
heim/Ochsenfurt

Erwin Hameseder
Mühldorf, Austria

Managing director Raiffeisen-
Holding Niederösterreich-Wien
reg. Gen.m.b.H.

Hans Hartl
Ergolding

Chairman chapter Bavaria Ge-
werkschaft Nahrung-Genuss-
Gaststätten

BATIG Gesellschaft für Beteili-
gungen mbH, Hamburg
Brau Holding International
GmbH & Co. KGaA, München
(Deputy Chairman)
British American Tobacco
(Germany) GmbH, Hamburg
British American Tobacco
(Industrie) GmbH, Hamburg

Reinold Hofbauer
Deggendorf

Chairman works-council Platt-
ling plant of Südzucker Aktien-
gesellschaft Mann-
heim/Ochsenfurt

Wolfgang Kirsch
Königstein

CEO DZ BANK AG

Banco Cooperativo Español SA,
Madrid, Spain
Österreichische Volksbank-AG,

Vienna, Austria
SZVG Süddeutsche Zucker-
rübenverwertungs-
Genossenschaft eG, Ochsenfurt

Georg Koch Wabern	CEO Verband der Zuckerrüben- anbauer Kassel e.V.
Klaus Kohler Bad Friedrichshall	Chairman works-council Of- fenau plant of the Südzucker Aktiengesellschaft Mann- heim/Ochsenfurt
Erhard Landes Donauwörth	Chairman Verband Bayerischer Zuckerrübenanbauer e.V.
Bernd Maiweg Gütersloh	Head of division Gewerkschaft Nahrung-Genuss-Gaststätten
Dr. Arnd Reinefeld Offstein <i>until 28 February 2011</i>	Head of plants Offenau and Offstein of Südzucker Aktienge- sellschaft Mannheim/Ochsenfurt
Joachim Rukwied Eberstadt	Chairman Landesbauernverband in Baden-Württemberg e.V.
Ronny Schreiber Einhausen	Chairman works-council head office of the Südzucker Akti- engesellschaft Mann- heim/Ochsenfurt
Franz-Rudolf Vogel Worms	Chairman works-council Offstein plant of Südzucker Ak- tiengesellschaft Mann- heim/Ochsenfurt
Wolfgang Vogl Bernried	Head of plants Rattling and Rain of Südzucker Aktiengesellschaft Mannheim/Ochsenfurt
Roland Werner Saxdorf	Chairman works-council Brottewitz plant of Südzucker Aktiengesellschaft Mann- heim/Ochsenfurt

AGRA-EUROPE Presse- und
Informationsdienst GmbH, Bonn
Buchstelle Landesbauernverband
Baden Württemberg GmbH,
Stuttgart

The business address of the members of the supervisory board is the same as that of SüdzuckerAG.

Conflict of Interest

As of the date of this Prospectus, the above mentioned members of the management board and the supervisory board of Südzucker AG do not have potential conflicts of interest between any duties to Südzucker AG and their private interests or other duties.

Board Practices

General

The Guarantor is a German stock corporation and as such has a dual management structure consisting of a management board and a supervisory board, each having members with independent competences in different areas. The management and supervisory boards work on the basis of mutual trust and closely cooperate to manage and supervise the company.

Management board

The Guarantor's management board currently consists of five members. The management body independently manages the Guarantor's businesses with the aim of generating sustainable value. The duties assigned to the management board members are outlined in the rules of procedure for the management board dated 30 January 2003.

Some management board members have dual responsibilities with respect to the subsidiary AGRANA Beteiligungs-AG, Vienna, Austria. The CEO of AGRANA Beteiligungs-AG, Johann Marihart, is also a member of Südzucker AG's management board and the CFO of Südzucker AG, Thomas Kölbl, is also a member of the management board of AGRANA Beteiligungs-AG.

Each member of the Guarantor's management board is also a member or chair of one or several supervisory boards of the Südzucker Group's major subsidiaries.

Supervisory board

The supervisory board supervises and advises the management board in its management of the Südzucker Group. It is involved in strategy and planning, as well as all issues of material importance to the company. For key business processes, such as budgeting and strategic planning, acquisitions and divestments, the rules of procedure of both the management board and the supervisory board stipulate that decisions are subject to approval by the supervisory board. The chair of the supervisory board coordinates the supervisory board's work, chairs the meetings and speaks on behalf of the panel to the outside world.

The management board submits comprehensive and timely written reports regarding planning, business developments and the group's situation to the supervisory board, and meets regularly with the supervisory board to discuss these topics. Risk management and compliance are additional key reporting topics. Extraordinary meetings are held with the supervisory board to discuss key issues if necessary. The supervisory board has established rules of procedure for its work, which are in force as per the version dated 29 November 2009. The shareholder representatives and employee representatives meet regularly but separately to prepare the meetings.

Supervisory board structure

The Guarantor's supervisory board consists of twenty members as per the bylaws, ten of which are elected by the shareholders and ten by the employees. The terms of office are identical. At the last supervisory board elections, held during the annual general meeting of 24 July 2007, the shareholder representatives were elected one at a time as recommended by the German Corporate Governance Code. Since then, there have been four personnel changes. Two previously elected representatives succeeded each of two retiring employee representatives; after two additional members stepped down, the Mannheim Magistrates Court appointed new members. The Guarantor ensures that candidates nominated for supervisory board positions have the required knowledge, skills and professional experience to fulfil their duties, and that they meet certain diversity requirements. Mr. Erwin Hameseder is the supervisory board's and audit committee's financial expert. There are no former management board members of the Guarantor on its supervisory board. The panel has an adequate number of independent members who have no business or personal relationship with the Guarantor or the management board. The supervisory board members' term of office is five years and the current term ends at the annual general meeting of 2012.

Diversity goals

The supervisory board currently has at least two independent members ("independent members" as defined in paragraph 5.42 of the German Corporate Governance Code are persons who have no business or personal relationship with the company or its management board that would be cause for a conflict of interest), at least two members that would be considered to meet the "internationality" criterion; no members are female.

As per a resolution passed on 25 November 2010, the supervisory board will in future aim for the following diversity targets in its composition, in consideration of the sector, the size of the company and the share of international business activity:

- Maintain the number of independent members at the appropriate level, considered to be two.
- Maintain the number of persons that can be considered to meet the "internationality" criterion at the appropriate level, considered to be two.

The supervisory board will endeavour to include an appropriate number of women. The board has not set a specific target, because the priority for selecting a board member will not be gender, but instead the qualifications of the candidates.

The supervisory board's rules of procedure state that supervisory board members must step down from the board at the end of the financial year in which they turn seventy.

The supervisory board will continue to recommend candidates at the annual general meeting that are most suited to sit on the Guarantor's supervisory board, whereby the aforementioned diversity goals will be duly considered.

Supervisory board committees

The supervisory board has formed an executive committee, audit committee, agricultural committee, social committee and mediation committee from among its members. These committees prepare and supplement its work. The executive committee consists of four members and the other committees have six members each, with an equal number of shareholder and employee representatives. The duties of the executive committee and the other committees are outlined in the supervisory board rules of procedure. The audit committee's rules of procedure dated 19 May 2003 apply to the audit committee. Current members of the audit committee are: Ludwig Eidmann (Chairman), Manfred Fischer, Dr. Hans-Jörg Gebhard, Erwin Hameseder, Franz-Josef Möllenberg and Roland Werner.

Corporate Governance Code

The mutual declarations of compliance by the executive board and supervisory board for 2010 and prior years is posted on the Guarantor's Web site at (<http://www.suedzucker.de/investorrelations/de/governance/>). The current declaration reads as follows:

"On 25 November 2010, the Board of Management and the Supervisory Board of Südzucker AG Mannheim/Ochsenfurt adopted the resolution to issue the following Declaration of Compliance regarding the German Corporate Governance Code in accordance with Section 161 of the German Stock Corporation Act (AktG):

Südzucker AG Mannheim/Ochsenfurt complies (and will comply) with the version of 26 May 2010 of the recommendations of the "Government Commission of the German Corporate Governance Code" with the following exceptions:

Point 2.3.3 (absentee voting for the General Meeting):

Südzucker AG Mannheim/Ochsenfurt's Articles of Incorporation do not foresee the option of permitting absentee voting for the General Meeting. Therefore, the proposal to support the shareholders with absentee voting cannot be implemented.

Point 4.2.3 (severance pay in contractual agreements with board members):

Contractual agreements with board members contain no provision for severance pay. We do not see any need for this in the future either, particularly in view of the fact that there are significant legal considerations prejudicing contractual clauses of this kind.

Point 4.2.4 (individualised remuneration of board members):

On 20 July 2010, Südzucker AG Mannheim/Ochsenfurt's general meeting resolved to waive individualised publication of management earnings for a period of five years.

Point 5.3.3 (nominating committee of the Supervisory Board):

We do not see any need to set up an additional nominating committee to prepare the candidates suggestions of the Supervisory Board. It is more appropriate for all of the members of the Supervisory Board to have the opportunity to have an equal say in determining candidates for the Supervisory Board - as in the past.

Point 5.4.1 (diversity goals for the composition of the Supervisory Board):

The Supervisory Board strives for sufficient diversity in the composition of the Supervisory Board and, in particular, an appropriate share of women. However, the Supervisory Board will continue to not orient the decision with regard to its composition to the respective gender as a priority, but rather to the qualification of the person available.

Point 5.4.6 (individualised remuneration of Supervisory Board members):

We disclose Supervisory Board remunerations divided according to a fixed fee plus success-related components. There is no stock option programme at Südzucker AG Mannheim/Ochsenfurt. We do not accept the Code's proposal to disclose the individual remunerations of Supervisory Board members. We believe that the associated violations of the privacy of each individual cannot be justified in any way by the benefits of this kind of practice. Accordingly, the Corporate Governance report contains no disclosure of the individual remunerations of the members of the Supervisory Board."

Share Capital

The issued share capital of the Guarantor amounts to € 189,353,608 divided into 189,353,608 ordinary non-par value bearer shares with an imputed share in the share capital of € 1.00 each. The issued share capital has been fully paid in.

In June 2009, Südzucker issued convertible senior bonds in the amount of € 283.45 million with a maturity in June 2016.

Bondholders may exchange the convertible bonds, each of which has a nominal value of € 50,000, at a current conversion price of € 17.85. The Guarantor has provided conditional capital for such conversion.

Major Shareholders

Süddeutsche Zuckerrübenverwertungs-Genossenschaft eG (SZVG), Ochsenfurt holds a majority interest of about 55 per cent. of the subscribed capital through its own shareholdings and shares held in trust for its shareholders. Zucker Invest GmbH, based in Tulln/Austria, holds approximately a further 10 per cent. of the subscribed capital.

Selected Financial Information**Südzucker Group**

EUR in million	9 months ended 30 November 2010	9 months ended 30 November 2009	Financial year ended 28 February 2010	Financial year ended 28 February 2009
Revenues	4,667	4,437	5,718	5,871
EBITDA	613	490	645	489
Operating profit	416	308	403	258
Net earnings	259	217	276	183
Cashflow from operating activities	497	419	553	504
Investments in fixed assets and intangible assets	159	151	217	384

Total assets	7,566	7,642	7,398	7,709
Subscribed capital	189	189	189	189
Capital reserve	1,189	1,189	1,189	1,138
Net financial debt	704	893	1,065	1,633

Credit Ratings

The risk pertaining to the Guarantor is described by ratings awarded to the Guarantor and which may be subject to change over the course of time. The Guarantor's outstanding long-term and short-term debt is rated by Moody's Investors Service Ltd., London ("**Moody's**") and by Standard & Poor's Rating Services, London ("**Standard & Poor's**"). Investors should nevertheless keep in mind that a rating does not constitute a recommendation to purchase, sell or hold the debt securities issued or guaranteed by the Guarantor.

Moreover, the ratings awarded by the rating agencies may at any time be suspended, downgraded or withdrawn. Any such suspension, downgrade or withdrawal of the rating awarded to the Guarantor may have a sustained adverse effect on the market price of the Notes.

The overviews provided below show the ratings awarded to Südzucker by the rating agencies Moody's and Standard & Poor's as at the date of this Prospectus.

The rating scale for long-term liabilities used by Moody's ranges from Aaa (best quality, lowest risk of default) to C (highest risk of default) and those used by Standard & Poor's range from AAA/Aaa (best quality, lowest risk of default) to D (highest risk of default).

The rating scale for short-term liabilities used by Moody's ranges from P-1 (Prime-1) to NP (Not Prime) and the scale used by Standard & Poor's ranges from A-1+ (particularly high level of security) to D (highest risk of default).

The following ratings apply to Südzucker:

	Standard & Poor's	Moody's
Long-term rating	BBB	Baa2
Short-term rating	A-2	P-2

Standard & Poor's has assigned a rating of BBB to the Notes.

Standard & Poor's and Moody's are established in the European Union and have applied for registration under Regulation (EC) No. 1060/2009, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.

Historical Financial Information

The audited consolidated financial statements of the Guarantor for the financial years ending on 28 February 2009 and 28 February 2010 and the respective auditors' reports thereon are incorporated by reference into this Prospectus.

The unaudited consolidated interim financial statements of the Guarantor for the period ending on 30 November 2010 and ending on 30 November 2009 are incorporated by reference into this Prospectus.

The aforementioned financial statements of the Guarantor have been prepared in accordance with the International Financial Reporting Standards (IFRS), as adopted by the European Union.

GENERAL INFORMATION ON THE ISSUER

Formation and Registered Office

Südzucker International Finance B.V. was incorporated on 13 January 1994 as a private limited liability company (*besloten vennootschap met beperkte aansprakelijkheid*) under the laws of the Netherlands for an indefinite period of time.

The Issuer has its corporate seat (*statutaire zetel*) in Amsterdam, The Netherlands, and it is registered with the commercial register of the Chamber of Commerce and Industries for Rotterdam under no. 33.255.988. Its executive offices are located at Laurens Jzn Costerstraat 12, Oud-Beijerland, 3261LH, The Netherlands. Südzucker Finance can be reached under the telephone number + 31-186 627831.

Financial Year

The financial year of the Issuer begins on March 1 and ends on the last day of February of the following year.

Objects of the Issuer

The objects of the Issuer are, pursuant to Article 2 of its articles of association: conducting financial transactions in the broadest sense, including, without limiting the foregoing, financing any state, business, company, natural person or enterprise, raising funds by public and private loans of any type, providing guarantees when conducive to the realisation of the objects of the company and participating in and / or managing of any other business, company or enterprise.

To the extent permitted by law, the Issuer may conduct all commercial acts and take all steps that it deems conducive to the realisation of its objectives, in particular, although without limiting the foregoing, obtaining and disposing of real estate, establishing branches and subsidiaries domestically and abroad, and entering into cooperation and pooling agreements.

Auditors

The independent auditors of Südzucker Finance are PricewaterhouseCoopers Accountants N.V., Fascinatio Boulevard 350 3065 WB Rotterdam, The Netherlands. They have audited the financial statements prepared in accordance with Part 9 of Book 2 of The Netherlands' Civil Code for the financial years ended February 28, 2009 and February 28, 2010, respectively, and have given an unqualified opinion in each case. PricewaterhouseCoopers Accountants N.V. is a member of the Royal NIVRA (*Koninklijk Nederlands Instituut van Registeraccountants*), The Netherlands.

Business

Overview

The Issuer's purpose is to finance affiliated companies of the Südzucker Group through, among others, the issuance of bonds. It supplies short-term and long-term financing to Südzucker AG and other companies of the Südzucker Group. During the financial year 2009/2010 the Issuer concluded several short-term financing transactions with its parent and affiliated companies.

Organisational Structure

Südzucker Finance is a wholly-owned subsidiary of Südzucker AG.

Recent Developments and Outlook

On the 8 June 2010 the 6.25% bond of EUR 300 million has been repaid.

Legal and Arbitration Proceedings

There are no and there have been no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware), for the previous 12 months which may have, or have had in the recent past significant effects on the Issuer's financial position or profitability.

Material Contracts

The Issuer did not enter into any contracts outside the ordinary course of its business which could result in Südzucker Finance being under an obligation or entitlement that is material to Südzucker Finance's ability to meet its obligations to the Noteholders.

Management and Administrative Bodies

The Management Board of Südzucker Finance consists of the following members:

Herman Hein Scholten, Gerardus Pancratius Nota and Deutsche International Trust Company N.V.

The members of the Management Board can be reached at the business address of Südzucker Finance, namely at Laurens Jzn Costerstraat 12, Oud-Beijerland, 3261LH, The Netherlands.

Conflict of Interest

As of the date of this Prospectus, the above mentioned members of the Management Board of Südzucker Finance do not have potential conflicts of interest between any duties to Südzucker Finance and their private interests or other duties.

Board Practices

The Issuer has not instituted a separate audit committee. Based on Article 1, par. 1, sub 1 “*Wet toezicht accountantsorganisaties*” the Issuer is considered as an “*Organisatie van openbaar belang*” and following the Royal Decree of 26 July 2008, concerning the implementation of Article 41 of EC directive 2006/43 the Management of the Company assigned the Audit Committee tasks to the Audit Committee of Südzucker AG on 16 April 2010. The shareholders appointed Ludwig Eidmann (Chairman), Manfred Fischer, Dr. Hans-Jörg Gebhard, Erwin Hameseder, Franz-Josef Möllenberg and Roland Werner as members of the Audit Committee.

Corporate Governance Code

The Issuer, as a privately held company, is not subject to public corporate governance standards.

Share Capital

As of 28 February 2010 the authorised share capital of Südzucker Finance amounted to € 2,269,000, divided into 50,000 ordinary shares with a value of € 45.38 each. As of February 28, 2010 the issued and paid-in capital was € 2,000,123.50.

Shareholders

All shares of Südzucker Finance are owned by Südzucker AG.

Selected Financial Information

The following table sets out the key financial information about the Issuer extracted from the audited non-consolidated financial statements of Südzucker Finance for the financial years ended on 28 February 2009 and on 28 February 2010 and the unaudited non-consolidated interim financial statements of Südzucker Finance for the six months ended on 31 August 2010:

EUR in million	6 months ended 31 Au- gust 2010	6 months ended 31 Au- gust 2009	Financial year ended 28 February 2010	Financial year ended 28 February 2009
Total assets	1,500	1,802	1,847	1,535
Equity	7	7	6	9
Long term financial debt	1,470	1,468	1,469	1,487
Short term financial debt	0	300	300	0

Historical Financial Information

The annual report 2010 of Südzucker Finance, which includes the audited financial statements of Südzucker Finance for the financial year ending 28 February 2010 on pages 4 to 15 and the respective auditor's report thereon on page 16, is incorporated by reference into this Prospectus.

The annual report 2009 of Südzucker Finance, which includes the audited financial statements of Südzucker Finance for the financial year ending 28 February 2009 on page 5 to 18, the respective auditor's report thereon on page 19 is incorporated by reference into this Prospectus.

The interim financial statements of Südzucker Finance for the six months period from 1 March 2010 to 31 August 2010 on pages 5 to 16 are incorporated by reference into this Prospectus.

TERMS AND CONDITIONS

Anleihebedingungen

Diese Anleihebedingungen sind in deutscher Sprache abgefasst und mit einer Übersetzung in die englische Sprache versehen. Der deutsche Wortlaut ist allein rechtsverbindlich. Die englische Übersetzung dient nur zur Information.

§ 1

(Verbriefung und Nennbetrag)

- (1) Die Südzucker International Finance B.V. (die "**Emittentin**") begibt auf den Inhaber lautende Schuldverschreibungen (die "**Schuldverschreibungen**") im Gesamtnennbetrag von EUR [•], eingeteilt in [•] Schuldverschreibungen im Nennbetrag von je EUR 1.000 (der "**Nennbetrag**").
- (2) Die Schuldverschreibungen sind anfänglich durch eine vorläufige Globalurkunde (die "**vorläufige Globalurkunde**") ohne Zinsscheine verbrieft. Die vorläufige Globalurkunde wird gegen Schuldverschreibungen im Nennbetrag, die durch eine Dauerglobalurkunde (die "**Dauerglobalurkunde**") ohne Zinsscheine verbrieft sind, ausgetauscht. Die vorläufige Globalurkunde und die Dauerglobalurkunde tragen jeweils die Unterschriften ordnungsgemäß bevollmächtigter Vertreter der Emittentin und sind mit einer eigenhändigen Kontrollunterschrift der Hauptzahlstelle oder in deren Namen versehen. Einzelurkunden und Zinsscheine werden nicht ausgegeben.

Die vorläufige Globalurkunde wird jeweils im Einklang mit den Regeln und Verfahren des Clearing Systems an einem Tag (der "**Austauschtag**") gegen die Dauerglobalurkunde ausgetauscht, der nicht mehr als 180 Tage nach dem Tag der Begebung der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen liegt. Der Austausch tag darf nicht vor Ablauf von 40 Tagen nach dem Tag der Begebung liegen. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen an die Emittentin oder eine Zahlstelle für die Emittentin erfolgen, wonach der oder die wirtschaftlichen Eigentümer der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Zinszahlungen auf durch eine vorläufige Globalurkunde verbrieft Schuldverschreibungen erfolgen

Terms and Conditions

These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be the only legally binding version. The English language translation is provided for convenience only.

§ 1

(Form and Denomination)

- (1) Südzucker International Finance B.V. (the "**Issuer**") issues bearer Notes (the "**Notes**") in the aggregate principal amount of EUR [•] divided into [•] Notes in a denomination of EUR 1,000 (the "**Principal Amount**") each.
- (2) The Notes are initially represented by a temporary global bearer Note (the "**Temporary Global Note**") without interest coupons. The Temporary Global Note will be exchangeable for Notes in the Principal Amount represented by a permanent global note (the "**Permanent Global Note**") without coupons. The Temporary Global Note and the Permanent Global Note shall each be signed by authorised signatories of the Issuer and shall bear a manual control signature of or on behalf of the Principal Paying Agent. Definitive Notes and interest coupons will not be issued.

The Temporary Global Note shall in accordance with the rules and operating procedures of the Clearing System be exchanged for the Permanent Global Note on a date (the "**Exchange Date**") not later than 180 days after the date of issue of the Notes represented by the Temporary Global Note. The Exchange Date will not be earlier than 40 days after the date of issue. Such exchange shall only be made upon delivery of certifications to the Issuer or any Paying Agent on the Issuer's behalf to the effect that the beneficial owner or owners of the Notes represented by the Temporary Global Note is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certi-

erst nach Vorlage solcher Bescheinigungen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Tag der Ausgabe der durch die vorläufige Globalurkunde verbrieften Schuldverschreibungen eingeht, wird als ein Ersuchen behandelt werden, diese vorläufige Globalurkunde auszutauschen. Wertpapiere, die im Austausch für die vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten geliefert werden.

Für die Zwecke dieser Anleihebedingungen bezeichnet "**Vereinigte Staaten**" die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und Northern Mariana Islands).

- (3) Die Globalurkunde, welche die Schuldverschreibung verbrieft, wird von einer gemeinsamen Verwahrstelle (*common depositary*) für ein Clearing System verwahrt. "**Clearing System**" in diesem Sinne sind: Clearstream Banking, *société anonyme* und Euroclear Bank SA/NV.

Den Inhabern von Schuldverschreibungen ("**Anleihegläubiger**") stehen Miteigentumsanteile an den Globalurkunden zu, die gemäß anwendbarem Recht und den jeweils geltenden Bestimmungen und Regeln des Clearingsystems übertragen werden können.

§ 2

(Status, Negativverpflichtung, Garantie)

- (1) Die Schuldverschreibungen begründen nicht nachrangige und nicht besicherte Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit diesen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.
- (2) Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen der Hauptzahlstelle zur Verfügung gestellt worden sind, weder ihr gegenwärtiges noch ihr zukünftiges Vermögen ganz oder teilweise zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten (wie nachstehend definiert)

fication received on or after the 40th day after the date of issue of the Notes represented by the Temporary Global Note will be treated as a request to exchange such Temporary Global Note. Any securities delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States).

For the purposes of these Terms and Conditions, "**United States**" means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

- (3) The global note representing the Notes will be kept in custody by a common depositary on behalf of the Clearing System. "**Clearing System**" means each of the following: Clearstream Banking, *société anonyme* and Euroclear Bank SA/NV.

The holders of Notes ("**Noteholders**") are entitled to co-ownership participations in the Global Notes, which are transferable in accordance with applicable laws and the rules and regulations of the Clearing System.

§ 2

(Status, Negative Pledge; Guarantee)

- (1) The obligations under the Notes constitute unsubordinated and unsecured obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such other obligations are accorded priority under mandatory provisions of statutory law.
- (2) The Issuer undertakes, so long as any of the Notes remain outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Principal Paying Agent, the Issuer undertakes not to grant or permit to subsist any encumbrance over any or all of its present or future assets, as security for any present or future Capital Market Indebtedness (as defined below), without at

zu belasten oder eine solche Belastung zu diesem Zweck bestehen zu lassen, ohne jeweils die Anleihegläubiger zur gleichen Zeit und im gleichen Rang an solchen Sicherheiten oder an solchen anderen Sicherheiten, die von einem international angesehenen unabhängigen Wirtschaftsprüfer als gleichwertige Sicherheit anerkannt werden, teilnehmen zu lassen.

Diese Verpflichtung besteht nicht für zum Zeitpunkt des Erwerbs von Vermögensgegenständen durch die Emittentin bereits an solchen Vermögensgegenständen bestehende Sicherungsrechte, soweit solche Sicherungsrechte nicht im Zusammenhang mit dem Erwerb oder in Erwartung des Erwerbs des jeweiligen Vermögensgegenstandes bestellt wurden und der durch das Sicherungsrecht besicherte Betrag nicht nach Erwerb des betreffenden Vermögensgegenstandes erhöht wird.

Eine nach diesem Absatz (2) zu leistende Sicherheit kann auch zu Gunsten eines Treuhänders der Anleihegläubiger bestellt werden.

„**Kapitalmarktverbindlichkeit**“ bezeichnet jede Verbindlichkeit aus Schuldverschreibungen oder ähnliche verbrieften Schuldtiteln oder aus Schuldscheindarlehen oder aus dafür übernommenen Garantien und/oder Gewährleistungen.

- (3) Die Südzucker Aktiengesellschaft Mannheim/Ochsenfurt (die "**Garantin**"), hat eine unwiderrufliche und unbedingte Garantie (die "**Garantie**") für die fristgerechte Zahlung von Kapital, Zinsen und allen sonstigen aufgrund der Schuldverschreibungen zu zahlenden Beträgen übernommen. Die Garantie ist ein Vertrag zugunsten jedes Gläubigers als begünstigtem Dritten (§ 328 Abs. 1 BGB), der das Recht jedes Gläubigers begründet, die Garantin unmittelbar aus der Garantie auf Erfüllung in Anspruch zu nehmen und Ansprüche gegen die Garantin unmittelbar durchzusetzen. Die Garantie ist bei der Hauptzahlstelle hinterlegt.
- (4) In der Garantie hat sich die Garantin verpflichtet, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen der Hauptzahlstelle zur Verfügung gestellt worden sind, weder ihr gegenwärtiges noch ihr zukünftiges Vermögen ganz oder teilweise zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeiten (wie oben definiert) zu belasten oder eine

the same time having the Noteholders share equally and rateably in such security or such other security as shall be approved by an independent accounting firm of internationally recognised standing as being equivalent security.

This undertaking shall not apply with respect to any security interest existing on assets at the time of the acquisition thereof by the Issuer, provided that such security interest was not created in connection with or in contemplation of such acquisition and that the amount secured by such security interest is not increased subsequently to the acquisition of the relevant assets.

Any security which is to be provided pursuant to this subsection (2) may also be provided to a person acting as trustee for the Noteholders.

„**Capital Markets Indebtedness**“ means any obligation from bonds, notes, debentures or similar debt instruments or from certificates of indebtedness (*Schuldscheindarlehen*) or for guarantees or indemnities in respect thereof.

- (3) Südzucker Aktiengesellschaft Mannheim/Ochsenfurt (the "**Guarantor**"), has given an unconditional and irrevocable guarantee (the "**Guarantee**") for the due payment of principal, interest and any other amounts payable under the Notes. The Guarantee constitutes a contract for the benefit of each Holder as a third party beneficiary in accordance with Section 328 paragraph 1 of the German Civil Code (*Bürgerliches Gesetzbuch*), giving rise to the right of each Holder to require performance under the Guarantee directly from the Guarantor and to enforce the Guarantee directly against the Guarantor. The Guarantee is deposited with Principal Paying Agent.

- (4) Pursuant to the Guarantee, so long as any of the Notes remain outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Principal Paying Agent, the Guarantor undertakes not to grant or permit to subsist any encumbrance over any or all of its present or future assets, as security for any present or future Capital Market Indebtedness (as defined above), without at the same time having the

solche Belastung zu diesem Zweck bestehen zu lassen, ohne jeweils die Anleihegläubiger zur gleichen Zeit und im gleichen Rang an solchen Sicherheiten oder an solchen anderen Sicherheiten, die von einem international angesehenen unabhängigen Wirtschaftsprüfer als gleichwertige Sicherheit anerkannt werden, teilnehmen zu lassen.

Diese Verpflichtung besteht nicht für zum Zeitpunkt des Erwerbs von Vermögensgegenständen durch die Garantin bereits an solchen Vermögensgegenständen bestehende Sicherungsrechte, soweit solche Sicherungsrechte nicht im Zusammenhang mit dem Erwerb oder in Erwartung des Erwerbs des jeweiligen Vermögensgegenstandes bestellt wurden und der durch das Sicherungsrecht besicherte Betrag nicht nach Erwerb des betreffenden Vermögensgegenstandes erhöht wird.

§3 Zinsen

- (1) Die Schuldverschreibungen werden bezogen auf ihren Gesamtnennbetrag verzinst, und zwar ab dem 29. März 2011 (der "**Verzinsungsbeginn**") (einschließlich) bis zum Tag der Rückzahlung (ausschließlich) mit jährlich [\bullet] %. Die Zinsen sind nachträglich am 29. März eines jeden Jahres zu zahlen (jeweils ein "**Zinszahlungstag**"), erstmals am 29. März 2012.
- (2) Falls die Emittentin die Schuldverschreibungen bei Fälligkeit nicht einlöst, erfolgt die Verzinsung der Schuldverschreibungen vom Tag der Fälligkeit (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) in Höhe des gesetzlich festgelegten Satzes für Verzugszinsen⁴.
- (3) Sind Zinsen für einen Zeitraum zu berechnen, der kürzer als eine Feststellungsperiode ist oder einer Feststellungsperiode entspricht, so werden die Zinsen auf der Grundlage der tatsächlichen Anzahl der Tage in dem jeweiligen Zeitraum ab dem ersten Tag des jeweiligen Zeitraums (einschließlich) bis zu dem letzten Tag des jeweiligen Zeitraums (ausschließlich), geteilt durch die Anzahl der Tage in der Feststellungsperiode, in die der jeweilige Zeitraum

Noteholders share equally and rateably in such security or such other security as shall be approved by an independent accounting firm of internationally recognised standing as being equivalent security.

This undertaking shall not apply with respect to any security interest existing on assets at the time of the acquisition thereof by the Guarantor, provided that such security interest was not created in connection with or in contemplation of such acquisition and that the amount secured by such security interest is not increased subsequently to the acquisition of the relevant assets.

§3 Interest

- (1) The Notes shall bear interest on their aggregate principal amount at the rate of [\bullet] per cent per annum from and including 29 March 2011 (the "**Interest Commencement Date**") to but excluding the date of redemption. Interest shall be payable in arrears on 29 March in each year (each such date, an "**Interest Payment Date**"), commencing on 29 March 2012.
- (2) If the Issuer fails to redeem the Notes when due, interest shall continue to accrue beyond the due date (including) to but excluding the date of the actual redemption of the Notes at the default rate of interest established by law¹.
- (3) Where interest is to be calculated in respect of a period which is shorter than or equal to an Determination Period, the interest will be calculated on the basis of the actual number of days elapsed in the relevant period, from and including the first date in the relevant period to but excluding the last date of the relevant period, divided by the actual number of days in the Determination Period in which the relevant period falls (including the first such day but

⁴ Der gegenwärtig geltende gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Bürgerliches Gesetzbuch.

The default rate of interest established by law is currently five percentage points above the base rate of interest (*Basiszinssatz*) published by Deutsche Bundesbank from time to time, §§ 288 para. 1, 247 German Civil Code (*Bürgerliches Gesetzbuch*).

fällt (einschließlich des ersten Tages, aber ausschließlich des letzten), berechnet.

"Feststellungsperiode" bezeichnet jeden Zeitraum ab dem 29. März eines Jahres (einschließlich) bis zum 29. März des Folgejahres (ausschließlich).

§ 4 (Rückzahlung bei Endfälligkeit)

Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Nennbetrag am 29. März 2018 (der **"Fälligkeitstag"**) zurückgezahlt.

§ 5 (Vorzeitige Rückzahlung, Rückkauf)

- (1) Die Schuldverschreibungen können insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin oder der Garantin mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch eine Mitteilung an die Anleihegläubiger gemäß § 13 vorzeitig gekündigt und zu ihrem Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen zurückgezahlt werden, falls die Emittentin oder die Garantin infolge einer Änderung oder Ergänzung der Steuer- oder Abgabengesetze und -vorschriften der Bundesrepublik Deutschland oder der Niederlande oder deren jeweiligen politischen Untergliederungen oder Steuerbehörden oder infolge einer Änderung oder Ergänzung der Anwendung oder der amtlichen Auslegung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag, an dem die Schuldverschreibungen begeben werden, wirksam) am nächstfolgenden Zinszahlungstag zur Zahlung von zusätzlichen Beträgen (wie in § 7(1) definiert) verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen der Emittentin oder der Garantin zur Verfügung stehender zumutbarer Maßnahmen vermieden werden kann. Die Kündigung darf nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin oder die Garantin verpflichtet wäre, solche zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig sein würde, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erfolgt, die Verpflichtung zur Zahlung von zusätzlichen Beträgen nicht mehr besteht. Die Kündigung ist unwiderruflich, muss den für die Rückzahlung festgelegten

excluding the last).

"Determination Period" means each period from and including 29 March in any year to but excluding 29 March in the next following year.

§ 4 (Redemption at Maturity)

Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Principal Amount on 29 March 2018 (the **"Maturity Date"**).

§ 5 (Early Redemption, Repurchase)

- (1) If as a result of any change in, or amendment to, the laws or regulations applicable in the Federal Republic of Germany or The Netherlands or any political subdivision or taxing authority thereof or therein affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change is effective on or after the date on which the Notes were issued, the Issuer or the Guarantor is required to pay Additional Amounts (as defined in § 7(1) herein) on the next succeeding Interest Payment Date, and this obligation cannot be avoided by the use of reasonable measures available to the Issuer or the Guarantor, the Notes may be redeemed, in whole but not in part, at the option of the Issuer or the Guarantor, upon not more than 60 days' nor less than 30 days' prior notice of redemption given to the Noteholders in accordance with § 13, at their Principal Amount together with interest accrued to (but excluding) the date fixed for redemption. No such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer or the Guarantor would be obligated to pay such Additional Amounts were a payment in respect of the Notes then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect. Any such notice shall be irrevocable, must specify the date fixed for redemption and must set forth a statement in summary form of the facts constituting the basis for the right of the Issuer or the Guarantor to redeem the Notes.

Termin nennen und eine Erklärung in zusammengefasster Form enthalten, welche die das Rückzahlungsrecht der Emittentin oder der Garantin begründenden Umstände darlegt.

- (2) Falls nach Vorliegen eines Kontrollwechsels während der Kontrollwechselfrist ein Negatives Rating-Ereignis eintritt (zusammen "**Rückzahlungsereignis**"), hat jeder Anleihegläubiger das Recht, von der Emittentin die Rückzahlung seiner Schuldverschreibungen am nächsten Zinszahlungstag (der "**vorzeitige Rückzahlungstag**") zum Nennbetrag zuzüglich der bis zum vorzeitigen Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zu verlangen. Die Emittentin hat der Hauptzahlstelle den Eintritt eines Rückzahlungsereignisses innerhalb von 10 Tagen nach Ablauf der Kontrollwechselfrist mitzuteilen (die "**Rückzahlungsereignis-Mitteilung**"). Die Hauptzahlstelle wird sodann die Anleihegläubiger gemäß § 13 über den Zugang der Rückzahlungsereignis-Mitteilung unterrichten. Die wirksame Ausübung des Rückzahlungsrechts setzt voraus, dass der betreffende Anleihegläubiger der Hauptzahlstelle zu den üblichen Geschäftszeiten innerhalb einer Frist von 30 Tagen, gerechnet ab dem dritten Tag (einschließlich) nach Zugang einer Rückzahlungsereignis-Mitteilung bei der Hauptzahlstelle eine schriftliche Kündigungserklärung übermittelt.

"**Kontrollwechsel**" bezeichnet den Fall, dass eine Person oder eine Gruppe von sich i.S.v. § 22 Abs. 2 WpHG abstimmende Personen ("**Relevante Personen**") zu einer beliebigen Zeit direkt oder indirekt (i.S.v. § 22 Abs. 1 WpHG) die Kontrolle über die Mehrheit der Stimmrechte am Kapital der Garantin erwirbt. Es wird klargestellt, dass ein solcher Erwerb durch die Süddeutsche Zuckerrüben-Verwertungs-Genossenschaft eG, Stuttgart, oder sich mit dieser i.S.v. § 22 Abs. 2 WpHG abstimmenden Personen keinen Kontrollwechsel darstellt.

"**Kontrollwechselfrist**" bezeichnet einen Zeitraum beginnend mit dem früheren der folgenden Ereignisse: (i) eine öffentliche Bekanntmachung oder Erklärung der Garantin oder einer Relevanten Person hinsichtlich eines möglichen Kontrollwechsels oder (ii) dem Tag der ersten öffentlichen Bekanntmachung des eingetretenen Kontrollwechsels und endend am 180. Tag (einschließlich) nach dem Eintritt des

- (2) If following a Change of Control a Negative Rating Event occurs within the Change of Control Period (together "**Put Event**"), then each Noteholder shall have the option to require the Issuer to repay its Notes on the next Interest Payment Date (such date a "**Put Date**") at par together with interest accrued to but excluding the Put Date. Following the occurrence of a Put Event, within 10 days of the expiry of the Change of Control Period, the Issuer shall give notice to the Principal Paying Agent (the "**Put Event Notification**") which shall inform the Noteholders in accordance with § 13. To validly exercise the Put Option, the relevant Noteholder must submit to the Principal Paying Agent a written notice of exercise during normal business hours within a period of 30 days after the third day after the date on which such a Put Event Notification has been given to the Principal Paying Agent.

A "**Change of Control**" means any person or group of persons acting in concert within the meaning of § 22 subparagraph (2) of the German Securities Trading Act (the "**Relevant Person(s)**"), at any time acquire(s) the direct or indirect (within the meaning of § 22 subparagraph (2) of the German Securities Trading Act) control over the majority of voting rights in the capital of the Guarantor. For the avoidance of doubt, such acquisition by Süddeutsche Zuckerrüben-Verwertungs-Genossenschaft eG, Stuttgart, or by any persons acting in concert with it within the meaning of § 22 subparagraph (2) of the German Securities Trading Act shall not constitute a Change of Control.

"**Change of Control Period**" means the period commencing on the earlier of (i) any public announcement or statement of the Issuer or any Relevant Person relating to any potential Change of Control or (ii) the date of the first public announcement of the Change of Control having occurred and ending on the 180th day (inclusive) after the occurrence of the relevant

Kontrollwechsels.

"Negatives Rating-Ereignis" bezeichnet eine öffentliche Bekanntmachung einer Rating-Agentur, dass das nicht-nachrangige unbesicherte Fremdkapital der Garantin mit einem unter einem Investment Grade Rating liegenden Rating eingestuft wurde.

"Investment Grade Rating" bezeichnet die Einstufung von BBB (oder besser) im Falle eines Ratings von S&P und Baa3 (oder besser) im Falle eines Ratings von Moody's.;

"Rating-Agentur" bezeichnet Standard & Poor's, a Division of The McGraw-Hill Companies, Inc. ("**S&P**") oder Moody's Investors Service, Inc. ("**Moody's**")

"Rating" bezeichnet das öffentlich bekannt gemachte und von der Garantin angeforderte Rating durch eine Rating-Agentur bezüglich der finanziellen Leistungsfähigkeit der Garantin oder deren nicht-nachrangiger und unbesicherter Verschuldung.

- (3) (a) Die wirksame Ausübung des Rechts auf Rückzahlung für eine Schuldverschreibung nach Maßgabe des § 5(2) setzt voraus, dass der Anleihegläubiger unter Beachtung der Kündigungsfrist gemäß § 5(2)
- (i) bei der angegebenen Geschäftsstelle der Hauptzahlstelle eine ordnungsgemäß ausgefüllte und unterzeichnete Ausübungserklärung einreicht, die in ihrer jeweils maßgeblichen Form bei der angegebenen Niederlassung der Hauptzahlstelle erhältlich ist (die "**Ausübungserklärung**"); und
 - (ii) seine Schuldverschreibung(en), für die das Recht ausgeübt werden soll, an die Hauptzahlstelle liefert, und zwar durch Lieferung (Umbuchung) der Schuldverschreibungen auf das in der Ausübungserklärung angegebene Konto der Hauptzahlstelle beim Clearingsystem.
- (b) Eine einmal abgegebene Ausübungserklärung ist unwiderruflich. Die Ausübungserklärung hat unter anderem die folgenden Angaben zu enthalten:

– Name und Anschrift des aus-

Change of Control.

"Negative Rating Event" means the public announcement of any Rating Agency of an assignment of a Rating which is lower than an Investment Grade Rating to the Guarantor's senior unsecured debt.

"Investment Grade Rating" means a Rating of BBB (or better) in case of a rating issued by S&P and Baa3 (or better) in case of a Rating issued by Moody's;²

"Rating Agency" means each of Standard & Poor's, a Division of The McGraw-Hill Companies, Inc. ("**S&P**") and Moody's Investors Service, Inc. ("**Moody's**").

"Rating" means the publicly announced rating by any Rating Agency solicited by the Guarantor in relation to the Guarantor's financial strength or its senior and unsecured indebtedness.

- (3) (a) The valid exercise of the option to require the redemption of a Note under § 5(2) is conditional upon the Noteholder in observation of the notice period provided in § 5(2)
- (i) submitting at the specified office of the Principal Paying Agent a duly signed and completed notice of exercise in the form (for the time being current) obtainable from the specified office of the Principal Paying Agent (a "**Put Notice**"); and
 - (ii) delivering to the Principal Paying Agent the Note(s) for which the right shall be exercised, by transferring (book-entry transfer) the Notes to the account of the Principal Paying Agent with the Clearing System specified in the Put Notice.
- (b) A Put Notice, once given, shall be irrevocable. The Put Notice shall, among other things:

– state the name and address of the

übenden Anleihegläubigers;

- die Zahl der Schuldverschreibungen, für die das Recht gemäß § 5(2) ausgeübt werden soll; und
- die Bezeichnung eines auf Euro lautenden Bankkontos des Anleihegläubigers, auf das auf die Schuldverschreibungen zahlbare Beträge geleistet werden sollen.

(c) Die Emittentin wird Zahlungen in Bezug auf solchermaßen gelieferte Schuldverschreibung(en) am Wahl-Rückzahlungstag auf das Euro-Bankkonto des Anleihegläubigers, welches dieser in der Ausübungserklärung ordnungsgemäß bezeichnet hat, überweisen.

(3) Wenn 80% oder mehr des Gesamtnennbetrags der ursprünglich begebenen Schuldverschreibungen gemäß § 5(2) zurückgezahlt oder zurückgekauft und entwertet wurde, ist die Emittentin berechtigt, die verbleibenden Schuldverschreibungen (ganz, jedoch nicht teilweise) durch eine Bekanntmachung an die Anleihegläubiger gemäß § 13 unter Einhaltung einer Frist von nicht weniger als 30 und nicht mehr als 60 Tagen mit Wirkung zu dem von der Emittentin in der Bekanntmachung festgelegten Rückzahlungstermin zu kündigen. Im Falle einer solchen Kündigung hat die Emittentin die Schuldverschreibungen am festgelegten Rückzahlungstermin zum Rückzahlungsbetrag zuzüglich bis zum Rückzahlungstermin (ausschließlich) aufgelaufener Zinsen zurück zu zahlen.

"Rückzahlungsbetrag" bezeichnet (i) falls die Emittentin, eine mit ihr verbundene Gesellschaft oder ein Dritter, der für Rechnung der Emittentin oder einer mit ihr verbundenen Gesellschaft handelt, die entwerteten Schuldverschreibungen im Zuge eines öffentlichen Rückkaufangebotes erworben hatte, den an die Anleihegläubiger nach Maßgabe des Rückkaufangebots gezahlten Kaufpreis je Schuldverschreibung, mindestens jedoch der Nennbetrag, und (ii) in allen anderen Fällen der Nennbetrag, jeweils zuzüglich aufgelaufener Zinsen bis zu, aber ausschließlich, dem Rückzahlungstag.

(4) Die Emittentin bzw. die Garantin kann jederzeit im Markt oder auf andere Weise Schuld-

exercising Noteholder;

- specify the number of Notes with respect to which the right under § 5(2) shall be exercised; and
- designate a Euro denominated bank account of the Noteholder to which any payments on the Notes are to be made.

(c) The Issuer will make any payment in respect of any Note so delivered to the Euro-account of the Noteholder specified in the Put Notice on the Optional Redemption Date.

(3) If 80 per cent or more in aggregate principal amount of the Notes initially issued have been redeemed pursuant to § 5(2) or repurchased and cancelled, the Issuer may, by giving notice not less than 30 nor more than 60 days' notice to the Noteholders in accordance with § 13, call, at its option, the remaining Notes (in whole but not in part) with effect from the redemption date specified by the Issuer in the notice. In the case such call notice is given, the Issuer shall redeem the remaining Notes on the specified redemption date at their Redemption Price together with interest accrued to but excluding the redemption date.

"Redemption Price" means, (i) in the event the Issuer or an affiliate of the Issuer or any third party acting for the account of the Issuer or an affiliate of the Issuer had purchased the Notes subsequently cancelled by way of a public tender offer to the Noteholders, the higher of the purchase price per Note paid to the Noteholders in tender offer and the Principal Amount, and (ii) in all other cases the Principal Amount, in each case plus accrued interest up to (but excluding) the date for redemption.

(4) The Issuer or the Guarantor, as the case may be, is entitled to purchase and resell Notes at

verschreibungen ankaufen und verkaufen.

§ 6 (Zahlungen)

- (1) Zahlungen auf Kapital und Zinsen in Bezug auf die Schuldverschreibungen erfolgen in Euro an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems.
- (2) Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt an das Clearing System oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearing Systems, und zwar nach ordnungsgemäßer Bescheinigung gemäß § 1 (2).
- (3) Die Emittentin bzw. die Garantin wird durch Leistung der Zahlung an das Clearingsystem oder dessen Order von ihrer Zahlungspflicht befreit.
- (4) Fällt der Fälligkeitstermin einer Zahlung auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, so hat der Anleihegläubiger keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag. Der Anleihegläubiger ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. "**Geschäftstag**" bezeichnet einen Tag (außer einem Samstag oder Sonntag), an dem das Clearingsystem sowie alle für die Abwicklung von Zahlungen in Euro wesentlichen Bereiche des Trans-European Automated Real-time Gross settlement Express Transfer systems (TARGET 2) betriebsbereit sind.
- (5) Bezugnahmen in diesen Anleihebedingungen auf Kapital oder Zinsen auf Schuldverschreibungen schließen sämtliche gemäß § 7 zahlbaren zusätzlichen Beträge ein.

§ 7 (Steuern)

- (1) Kapital und Zinsen sind ohne Einbehalt oder Abzug durch die Emittentin oder die Garantin an der Quelle von oder wegen irgendwelcher gegenwärtigen oder zukünftigen Steuern oder Abgaben gleich welcher Art, die von oder in der Bundesrepublik Deutschland oder der Niederlande oder für deren Rechnung oder von oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde auferlegt, erhoben oder eingezogen

any time in the market or otherwise.

§ 6 (Payments)

- (1) Payment of principal and interest in respect of Notes shall be made in Euro to the Clearing System or to its order for credit to the accounts of the relevant account holders of the Clearing System.
- (2) Payment of interest on Notes represented by the Temporary Global Note shall be made to the Clearing System or to its order for credit to the relevant account holders of the Clearing System, upon due certification as provided in § 1 (2).
- (3) The Issuer or, as the case may be, the Guarantor shall be discharged by payment to, or to the order of, the Clearing System.
- (4) If the date for payment of any amount in respect of any Note is not a Business Day, then the Noteholder shall not be entitled to payment until the next such day that is a Business Day and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, "**Business Day**" means any day which is a day (other than a Saturday or a Sunday) on which the Clearing System as well as all parts of the Trans-European Automated Real-time Gross settlement Express Transfer system (TARGET 2) relevant for the settlement of payments made in Euro are operational.
- (5) Reference in these Terms and Conditions to principal or interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 7.

§ 7 (Taxation)

- (1) All payments of principal and interest will be made without any withholding or deduction by the Issuer or the Guarantor at source of any present or future taxes or duties of whatever kind which are imposed, levied or collected by or in or on behalf of the Federal Republic of Germany or The Netherlands or by or on behalf of a regional or local authority empowered to impose taxes therein ("**Withholding Taxes**") unless the Issuer or the Guarantor is

werden ("**Quellensteuern**"), zu zahlen, es sei denn, die Emittentin oder die Garantin ist zu einem solchen Einbehalt oder Abzug gesetzlich verpflichtet. In diesem Fall wird die Emittentin oder die Garantin diejenigen zusätzlichen Beträge (die "**zusätzlichen Beträge**") zahlen, die erforderlich sind, damit die den Anleihegläubigern zufließenden Nettobeträge nach diesem Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug von den Anleihegläubigern empfangen worden wären. Die Emittentin oder die Garantin sind jedoch nicht zur Zahlung zusätzlicher Beträge wegen solcher Quellensteuern verpflichtet,

- (a) die auf andere Weise als durch Abzug oder Einbehalt durch die Emittentin oder die Garantin an der Quelle aus Zahlungen von Kapital oder Zinsen zu entrichten sind; oder
- (b) denen der Anleihegläubiger aus irgendeinem anderen Grund als allein der bloßen Tatsache, dass er Inhaber von Schuldverschreibungen oder Empfänger von Kapital oder Zinsen aus den Schuldverschreibungen ist, unterliegt, und zwar insbesondere wenn der Anleihegläubiger aufgrund einer persönlichen unbeschränkten oder beschränkten Steuerpflicht derartigen Steuern, Gebühren oder Abgaben unterliegt, oder wenn der Anleihegläubiger für die Zwecke der betreffenden Steuergesetze als gebietsansässige natürliche oder juristische Person in einem anderen Mitgliedsstaat der Europäischen Union angesehen wird; oder
- (c) aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder (ii) einer zwischenstaatlichen Vereinbarung über deren Besteuerung, an der die Bundesrepublik Deutschland, die Niederlande oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder Vereinbarung umsetzt oder befolgt, abzuziehen oder einzubehalten sind; oder
- (d) wegen einer gegenwärtigen oder früheren persönlichen oder geschäftlichen Beziehung des Anleihegläubigers zur Bundesrepublik Deutschland oder zu den Niederlanden zu zahlen sind, und

required by law to make such withholding or deduction. In that event, the Issuer or the Guarantor will pay such additional amounts (the "**Additional Amounts**") as shall be necessary in order that the net amounts received by the Noteholders after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction. The Issuer or the Guarantor shall, however, not be obliged to pay any Additional Amounts on account of such Withholding Taxes:

- (a) which are payable on payments of principal and interest otherwise than by deduction or withholding by the Issuer or the Guarantor at source; or
- (b) to which the Noteholder is subject for any reason other than the mere fact of his being a holder of Notes or receiving principal or interest in respect thereof, in particular if the Noteholder is subject to such taxes, duties or governmental charges because of a personal unrestricted or restricted tax liability or if the Noteholder for the purposes of the relevant tax laws is regarded as an individual or corporate resident in another member state of the European Union; or
- (c) are deducted or withheld pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income, or (ii) any international treaty or understanding relating to such taxation and to which the Federal Republic of Germany, The Netherlands or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding; or
- (d) are payable by reason of the Noteholder having, or having had, some personal or business connection with the Federal Republic of Germany or The Netherlands and not merely by reason of the

nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der Bundesrepublik Deutschland oder den Niederlanden stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind; oder

- (e) wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung oder, falls dies später erfolgt, ordnungsgemäßer Bereitstellung aller fälligen Beträge und einer diesbezüglichen Bekanntmachung gemäß § 13 wirksam wird.

- (2) Im Falle einer Sitzverlegung der Emittentin oder der Garantin in ein anderes Land oder Territorium oder Hoheitsgebiet gilt jede in diesen Anleihebedingungen enthaltene Bezugnahme auf die Bundesrepublik Deutschland oder die Niederlande fortan auf dieses andere Land, Territorium oder Hoheitsgebiet bezogen.

§ 8 (Vorlegungsfrist, Verjährung)

Die Vorlegungsfrist gemäß § 801 Absatz 1 Satz 1 BGB wird für die Schuldverschreibungen auf zehn Jahre reduziert. Die Verjährungsfrist für Ansprüche aus den Schuldverschreibungen, die innerhalb der Vorlegungsfrist zur Zahlung vorgelegt wurden, beträgt zwei Jahre von dem Ende der betreffenden Vorlegungsfrist an.

§ 9 (Kündigung)

- (1) Unbeschadet der gesetzlichen Kündigungsmöglichkeiten, kann jeder Anleihegläubiger seine Schuldverschreibungen aus wichtigem Grund kündigen und zur sofortigen Rückzahlung fällig stellen. Ein wichtiger Grund liegt insbesondere in den folgenden Fällen vor, wenn:
 - (a) Kapital oder Zinsen nicht innerhalb von 10 Tagen ab dem betreffenden Fälligkeitstermin gezahlt sind;
 - (b) die Emittentin oder die Garantin die ordnungsgemäße Erfüllung einer anderen Verpflichtung aus den Schuldverschreibungen bzw. der Garantie unterlässt und diese Unterlassung nicht geheilt werden kann oder, falls sie geheilt werden kann, länger als 30 Tage fort-

fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the Federal Republic of Germany or The Netherlands , or

- (e) are payable by reason of a change of law that becomes effective more than 30 days after the relevant payment becomes due or is duly provided for and notice thereof is published in accordance with § 13, whichever occurs later.

- (2) If the Issuer or the Guarantor moves its corporate seat to another country or territory or jurisdiction, each reference in these Terms and Conditions to the Federal Republic of Germany or The Netherlands shall be deemed to refer to such other country or territory or jurisdiction.

§ 8 (Presentation Period, Prescription)

The period for presentation provided in § 801(1)(1) of the German Civil Code (*Bürgerliches Gesetzbuch*) will be reduced to 10 years for the Notes. The period of limitation for claims under the Notes presented during the period for presentation will be two years calculated from the expiration of the relevant presentation period.

§ 9 (Events of Default)

- (1) Notwithstanding any statutory termination rights, each Noteholder may terminate and demand immediate repayment of its Notes for good cause (*wichtiger Grund*). Such good cause shall in particular be constituted by any of the following:
 - (a) principal or interest is not paid within 10 days from the relevant due date,
 - (b) the Issuer or the Guarantor fails duly to perform any other obligation arising from the Notes or the Guarantee (as the case may be) which failure is not capable of remedy or, if such failure is capable of remedy, such failure continues for more than 30 days after the Princi-

dauert, nachdem die Hauptzahlstelle hierüber eine Benachrichtigung von einem Anleihegläubiger erhalten hat;

- (c) die Emittentin oder die Garantin eine Zahlungsverpflichtung aus anderen Kreditaufnahmen (wie nachstehend definiert) oder aus einer Garantie oder Gewährleistung für eine solche Zahlungsverpflichtung Dritter bei Fälligkeit nicht erfüllt und diese Nichterfüllung länger als 30 Tage fort dauert, nachdem die Emittentin oder die Garantin hierüber von einem Anleihegläubiger eine schriftliche Benachrichtigung erhalten hat, oder eine solche Zahlungsverpflichtung der Emittentin oder der Garantin infolge Vorliegens eines Kündigungsgrundes durch einen Anleihegläubiger vorzeitig fällig gestellt wird, es sei denn die Emittentin oder Garantin bestreitet in gutem Glauben, dass diese Zahlungsverpflichtung besteht oder fällig ist;
- (d) die Emittentin oder die Garantin oder eine ihrer Wesentlichen Tochtergesellschaften ihre Zahlungsunfähigkeit schriftlich allgemein bekannt gibt oder ihre Zahlungen allgemein einstellt;
- (e) ein zuständiges Gericht ein Insolvenzverfahren gegen die Emittentin oder die Garantin oder eine ihrer Wesentlichen Tochtergesellschaften die in Deutschland ihren Sitz hat (eine „**Wesentliche Deutsche Tochtergesellschaft**“), eröffnet, ein solches Verfahren eingeleitet und nicht innerhalb von 60 Tagen aufgehoben oder ausgesetzt worden ist, oder die Emittentin beantragt ein Zahlungsmoratorium (*surseance van betaling*) oder die Insolvenz (**faillissement**) (beides im Sinne des Bankruptcy Act of The Netherlands, *Faillissementswet*) oder die Emittentin oder die Garantin oder eine ihrer Wesentlichen Deutschen Tochtergesellschaften ein solches Verfahren beantragt oder einleitet oder eine allgemeine Schuldenregelung zugunsten ihrer Gläubiger anbietet oder trifft, oder
- (f) die Emittentin oder die Garantin in Liquidation tritt, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer

pal Paying Agent has received notice thereof from a Noteholder,

- (c) the Issuer or the Guarantor fails to fulfil any payment obligation, when due, arising from any other Borrowing Obligation (as defined below) or from any guarantee or indemnity for a Borrowing Obligation on the part of a third party and such default continues for more than 30 days after written notice of such default is given to the Issuer or the Guarantor by a Noteholder, or any such payment obligation can become due prematurely by reason of any default of the Issuer or the Guarantor, unless the Issuer or the Guarantor contests in good faith that such payment obligation exists or is due,
- (d) the Issuer or the Guarantor or any of its Material Subsidiaries announces in writing its inability to meet its financial obligations generally or ceases its payments generally,
- (e) a competent court opens insolvency proceedings against the Issuer or the Guarantor or any of its Material Subsidiaries having its corporate seat in Germany (a “**German Material Subsidiary**”), such proceedings are instituted and have not been discharged or stayed within 60 days, or the Issuer applies for a moratorium of payments (*surseance van betaling*) or bankruptcy (*faillissement*) (both within the meaning of The Bankruptcy Act of The Netherlands, *Faillissementswet*) or the Issuer or the Guarantor or any of its German Material Subsidiaries applies for or institutes such proceedings or offers or makes an arrangement for the benefit of its creditors generally, or
- (f) the Issuer or the Guarantor goes into liquidation unless this is done in connection with a merger or other form of combination with another company or in connection with a reorganisation and

anderen Gesellschaft oder im Zusammenhang mit einer Umwandlung und die andere oder neue Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin oder die Garantin im Zusammenhang mit den Schuldverschreibungen eingegangen ist.

"Kreditaufnahme" ist jede Verbindlichkeit aufgrund anderer Schuldverschreibungen, Darlehen oder sonstigen Geldaufnahmen in einem Betrag von mindestens € 15.000.000 oder dem entsprechenden Gegenwert in anderen Währungen.

"Tochtergesellschaft" bezeichnet jedes im Mehrheitsbesitz der Garantin stehende Unternehmen oder jedes von der Garantin direkt abhängige oder kontrollierte Unternehmen.

"Wesentliche Tochtergesellschaft" bezeichnet jede nach den International Financial Reporting Standards (IFRS) oder dem jeweils angewendeten Bilanzierungsstandard konsolidierte Tochtergesellschaft der Garantin (i) deren Umsatz bzw. deren Vermögenswerte gemäß ihres geprüften, nicht konsolidierten Jahresabschlusses (bzw., wenn die betreffende Tochtergesellschaft selbst Konzernabschlüsse erstellt, deren konsolidierter Umsatz bzw. deren konsolidierte Vermögenswerte gemäß ihres geprüften Konzernabschlusses), der für die Zwecke des letzten geprüften Konzernabschlusses der Garantin benutzt wurde, mindestens 5 % des Umsatzes und/oder 5 % der Vermögenswerte der Garantin und deren konsolidierten Tochtergesellschaften betragen hat.

- (2) Das Kündigungsrecht erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt wurde.
- (3) Eine Kündigung gemäß § 9(1) ist schriftlich in deutscher oder englischer Sprache gegenüber einer Hauptzahlstelle zu erklären und dieser persönlich oder per Einschreiben zu übermitteln. Der Kündigungserklärung ist ein Nachweis beizufügen, aus dem sich ergibt, dass der betreffende Anleihegläubiger zum Zeitpunkt der Abgabe der Benachrichtigung Inhaber der betreffenden Schuldverschreibung ist. Der Nachweis kann durch eine Bescheinigung der Depotbank gemäß § 15(4) oder auf andere geeignete Weise erbracht werden.

such other or new company assumes all obligations contracted by the Issuer or the Guarantor, as the case may be, in connection with the Notes.

"Borrowing Obligation" means any indebtedness resulting from bonds, notes or other debt instruments or any other loan indebtedness of an amount of at least € 15,000,000 or the respective equivalent in other currencies.

"Subsidiary" means any company which is majority-owned by the Guarantor or any company which is directly controlled by or dependent on the Guarantor.

"Material Subsidiary" means any Subsidiary of the Guarantor consolidated in accordance with the International Financial Reporting Standards (IFRS) or any other accounting standard applicable to the Guarantor, (i) whose turnover or total assets as shown in the most recent audited non-consolidated accounts (or, if the relevant Subsidiary itself provides consolidated accounts, whose turnover or total assets as shown in its most recent audited consolidated accounts), which was used for the purposes of the most recent audited consolidated accounts of the Guarantor represents at least 5 per cent. of the revenues and/or total assets of the Guarantor and its consolidated Subsidiaries.

- (2) The right to declare Notes due shall terminate if the situation giving rise to it has been cured before the right is exercised.
- (3) Any notice of default in accordance with § 9(1) above shall be made by means of a written declaration in the German or English language delivered by hand or registered mail to the Principal Paying Agent together with evidence that such Noteholder at the time of such notice is a holder of the relevant Notes by means of a certificate of his Custodian in accordance with § 15(4) or in any other appropriate manner.

§ 10
(Zahlstelle)

- (1) Die Emittentin hat die Deutsche Bank Aktiengesellschaft als Hauptzahlstelle (die "**Hauptzahlstelle**") und gemeinsam mit etwaigen von der Emittentin nach § 10(2) bestellten zusätzlichen Zahlstellen, die "**Zahlstellen**") bestellt.
- (2) Die Emittentin behält sich das Recht vor, jederzeit die Benennung einer Zahlstelle zu verändern oder zu beenden und Nachfolger bzw. zusätzliche Zahlstellen zu ernennen. Den Anleihegläubigern werden Änderungen in Bezug auf die Zahlstellen, deren angegebenen Geschäftsstellen umgehend gemäß § 13 bekannt gemacht.
- (3) Die Zahlstellen handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keine Verpflichtungen gegenüber den Anleihegläubigern; es wird kein Vertrags-, Auftrags- oder Treuhandverhältnis zwischen ihnen und den Anleihegläubigern begründet. Die Zahlstellen sind von den Beschränkungen des § 181 BGB und etwaigen Beschränkungen anderer Ländern befreit.

§ 11
(Ersetzung)

- (1) Die Emittentin ist jederzeit berechtigt, sofern sie sich nicht mit einer Zahlung von Kapital oder Zinsen auf die Schuldverschreibungen in Verzug befindet, ohne Zustimmung der Anleihegläubiger die Garantin oder eine Tochtergesellschaft der Garantin an ihrer Stelle als Hauptschuldnerin (die "**Nachfolgeschuldnerin**") für alle Verpflichtungen aus und im Zusammenhang mit diesen Schuldverschreibungen einzusetzen, vorausgesetzt, dass:
 - (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin in Bezug auf die Schuldverschreibungen übernimmt;
 - (b) die Emittentin und die Nachfolgeschuldnerin alle erforderlichen Genehmigungen erhalten haben und berechtigt sind, an die Hauptzahlstelle die zur Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen zahlbaren Beträge in Euro zu zahlen, ohne verpflichtet zu sein, jeweils in dem Land, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz oder

§ 10
(Paying Agent)

- (1) The Issuer has appointed Deutsche Bank Aktiengesellschaft as principal paying agent (the "**Principal Paying Agent**") and, together with any additional paying agent appointed by the Issuer in accordance with § 10(2), the "**Paying Agents**").
- (2) The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent and to appoint successor or additional Paying Agents. Notice of any change in the Paying Agents or in the specified office of any Paying Agent will promptly be given to the Noteholders pursuant to § 13.
- (3) The Paying Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of contract, agency or trust for or with any of the Noteholders. The Paying Agents are exempt from the restrictions of § 181 of the German Civil Code (*Bürgerliches Gesetzbuch*) and possible restrictions in other countries.

§ 11
(Substitution)

- (1) The Issuer may, without the consent of the Noteholders, if no payment of principal or interest on any of the Notes is in default, at any time substitute for the Issuer the Guarantor or any Subsidiary of the Guarantor as principal debtor in respect of all obligations arising from or in connection with the Notes (the "**Substitute Debtor**") provided that:
 - (a) the Substitute Debtor assumes all obligations of the Issuer in respect of the Notes;
 - (b) the Issuer and the Substitute Debtor have obtained all necessary authorisations and may transfer to the Principal Paying Agent in Euro and without being obligated to deduct or withhold any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the pay-

Steuersitz haben, erhobene Steuern oder andere Abgaben jeder Art abzuziehen oder einzubehalten;

(c) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Anleihegläubiger hinsichtlich solcher Steuern oder Abgaben freizustellen, die einem Anleihegläubiger als Folge der Ersetzung auferlegt werden;

(d) die Garantin, sofern sie nicht selbst die Nachfolgeschuldnerin ist, unwiderruflich und unbedingt gegenüber den Anleihegläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert, die den Bedingungen der Garantie entsprechen; und

(e) der Zahlstelle jeweils ein Rechtsgutachten bezüglich der betroffenen Rechtsordnungen von anerkannten Rechtsanwälten vorgelegt werden, die bestätigen, dass die Bestimmungen in den vorstehenden § 11(1)(a), (b), (c) und (d) erfüllt wurden.

(2) Jede Ersetzung ist spätestens 20 Tage nach ihrer Durchführung gemäß § 13 bekanntzumachen.

(3) Im Fall einer Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin und jede Bezugnahme auf das Land, in dem die Emittentin ihren Sitz oder Steuersitz hat, gilt ab diesem Zeitpunkt als Bezugnahme auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat. Des Weiteren gilt im Fall einer Ersetzung Folgendes:

in § 5(1), und § 7 gilt eine alternative Bezugnahme auf die Bundesrepublik Deutschland als aufgenommen (zusätzlich zu der Bezugnahme nach Maßgabe des vorstehenden Satzes auf das Land, in dem die Nachfolgeschuldnerin ihren Sitz oder Steuersitz hat).

§ 12 (Weitere Emissionen)

Die Emittentin kann ohne Zustimmung der Anleihegläubiger weitere Schuldverschreibungen begeben, die in jeder Hinsicht (oder in jeder Hinsicht mit Ausnahme des Tags der Begebung und der ersten Zins-

ment obligations arising under the Notes;

(c) the Substitute Debtor has agreed to indemnify and hold harmless each Noteholder against any tax or duty imposed on such Noteholder in respect of such substitution;

(d) the Guarantor, unless it is the Substitute Debtor itself irrevocably and unconditionally guarantees in favour of each Noteholder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms equivalent to the terms of the Guarantee; and

(e) there shall have been delivered to the Paying Agent one opinion for each jurisdiction affected of lawyers of recognised standing to the effect that § 11(1)(a), (b), (c) and (d) above have been satisfied.

(2) Notice of any such substitution shall be published not later than 20 days after its execution in accordance with § 13.

(3) In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall from then on be deemed to refer to the Substitute Debtor and any reference to the country in which the Issuer is domiciled or resident for taxation purposes shall from then on be deemed to refer to the country of domicile or residence for taxation purposes of the Substitute Debtor. Furthermore, in the event of such substitution the following shall apply:

in § 5(1), and § 7 an alternative reference to the Federal Republic of Germany shall be deemed to have been included in addition to the reference according to the preceding sentence to the country of domicile or residence for taxation purposes of the Substitute Debtor.

§ 12 (Further Issues)

The Issuer may from time to time, without the consent of the Noteholders, create and issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the issue date

zahlung) die gleichen Bedingungen wie die Schuldverschreibungen dieser Anleihe haben und die zusammen mit den Schuldverschreibungen dieser Anleihe eine einzige Anleihe bilden.

§ 13 (Bekanntmachungen)

- (1) Alle Bekanntmachungen, die die Schuldverschreibungen betreffen, werden (solange die Schuldverschreibungen an der Luxemburger Wertpapierbörse notiert sind und die Regularien dieser Börse dies verlangen) auf der Internet-Seite der Luxemburger Börse unter www.bourse.lu veröffentlicht. Für das Datum und die Rechtswirksamkeit sämtlicher Bekanntmachungen ist die erste Veröffentlichung maßgeblich. Jede derartige Bekanntmachung gilt am dritten Tag nach dem Tag der Veröffentlichung als den Anleihegläubigern mitgeteilt.
- (2) Die Emittentin ist berechtigt, alle die Schuldverschreibungen betreffenden Mitteilungen an das Clearingsystem zur Weiterleitung an die Anleihegläubiger zu übermitteln, sofern die Regularien der Börse dies zulassen. Jede derartige Bekanntmachung gilt am siebten Tag nach dem Tag der Mitteilung an das Clearingsystem als den Anleihegläubigern mitgeteilt.

§ 14 (Änderung der Anleihebedingungen durch Beschluss der Anleihegläubiger; Gemeinsamer Vertreter)

- (1) Die Anleihebedingungen können mit Zustimmung der Emittentin aufgrund Mehrheitsbeschlusses nach Maßgabe der §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen ("**SchVG**") in seiner jeweiligen gültigen Fassung geändert werden. Die Anleihegläubiger können insbesondere einer Änderung wesentlicher Inhalte der Anleihebedingungen, einschließlich der in § 5 Absatz 3 SchVG vorgesehenen Maßnahmen mit Ausnahme der Ersetzung der Emittentin, die in § 11 abschließend geregelt ist, mit den in dem nachstehenden § 14(2) genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Anleihegläubiger verbindlich.
- (2) Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfä-

and the first payment of interest) so as to form a single series with the Notes.

§ 13 (Notices)

- (1) All notices regarding the Notes will be published (so long as the Notes are listed on the official List of the Luxembourg Stock Exchange and the rules of that exchange so require) on the website of the Luxembourg Stock Exchange on www.bourse.lu. Any notice will become effective for all purposes on the date of the first such publication. Any notice so given will be deemed to have been validly given to the Noteholders on the third day following the date of such publication.
- (2) The Issuer will be entitled to deliver all notices concerning the Notes to the Clearing System for communication by the Clearing System to the Noteholders to the extent that the rules of the stock exchange so permit. Any such notice shall be deemed to have been validly given to the Noteholders on the seventh day following the day on which it was given to the Clearing System.

§ 14 (Amendments to the Terms and Conditions by resolution of the Noteholders; Joint Representative)

- (1) The Terms and Conditions may be amended with consent of the Issuer by a majority resolution of the Noteholders pursuant to §§ 5 et seqq. of the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen*) (the "**SchVG**"), as amended from time to time. In particular, the Noteholders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under § 5(3) of the SchVG, but excluding a substitution of the Issuer, which is exclusively subject to the provisions in § 11, by resolutions passed by such majority of the votes of the Noteholders as stated under § 14(2) below. A duly passed majority resolution shall be binding upon all Noteholders.
- (2) Except as provided by the following sentence and provided that the quorum requirements are

higkeit, beschließen die Anleihegläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen, insbesondere in den Fällen des § 5 Absatz 3 Nummer 1 bis 8 SchVG, geändert wird, bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75% der an der Abstimmung teilnehmenden Stimmrechte (eine "**qualifizierte Mehrheit**").

- (3) Beschlüsse der Anleihegläubiger werden im Wege der Abstimmung ohne Versammlung nach § 14(3)(b) getroffen.

Beschlüsse der Anleihegläubiger im Wege der Abstimmung ohne Versammlung werden nach § 18 SchVG getroffen. Die Aufforderung zur Stimmabgabe durch den Abstimmungsleiter regelt die weiteren Einzelheiten der Beschlussfassung und der Abstimmung. Mit der Aufforderung zur Stimmabgabe werden die Beschlussgegenstände sowie die Vorschläge zur Beschlussfassung den Anleihegläubigern bekannt gegeben.

- (4) Anleihegläubiger haben die Berechtigung zur Teilnahme an der Abstimmung zum Zeitpunkt der Stimmabgabe durch besonderen Nachweis der Depotbank gemäß § 15(4) und die Vorlage eines Sperrvermerks der Depotbank zugunsten einer Hinterlegungsstelle für den Abstimmungszeitraum nachzuweisen.
- (5) Die Anleihegläubiger können durch Mehrheitsbeschluss die Bestellung und Abberufung eines gemeinsamen Vertreters, die Aufgaben und Befugnisse des gemeinsamen Vertreters, die Übertragung von Rechten der Anleihegläubiger auf den gemeinsamen Vertreter und eine Beschränkung der Haftung des gemeinsamen Vertreters bestimmen. Die Bestellung eines gemeinsamen Vertreters bedarf einer qualifizierten Mehrheit, wenn er ermächtigt wird, wesentlichen Änderungen der Anleihebedingungen gemäß § 14(2) zuzustimmen.
- (6) Bekanntmachungen betreffend diesen § 14 erfolgen gemäß den §§ 5ff. SchVG sowie nach § 13.

being met, the Noteholders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of § 5(3) numbers 1 through 8 of the SchVG, may only be passed by a majority of at least 75 per cent of the voting rights participating in the vote (a "**Qualified Majority**").

- (3) Resolutions of the Noteholders shall be made by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance § 14(3)(b).

Resolutions of the Noteholders by means of a voting not requiring a physical meeting (*Abstimmung ohne Versammlung*) shall be made in accordance § 18 of the SchVG. The request for voting as submitted by the chairman (*Abstimmungsleiter*) will provide the further details relating to the resolutions and the voting procedure. The subject matter of the vote as well as the proposed resolutions shall be notified to Noteholders together with the request for voting.

- (4) Noteholders must demonstrate their eligibility to participate in the vote at the time of voting by means of a special confirmation of the Depositary Bank in accordance with § 15(4) hereof and by submission of a blocking instruction by the Depositary Bank for the benefit of a depository (*Hinterlegungsstelle*) for the voting period.
- (5) The Noteholders may by majority resolution provide for the appointment or dismissal of a joint representative, the duties and responsibilities and the powers of such joint representative, the transfer of the rights of the Noteholders to the joint representative and a limitation of liability of the joint representative. Appointment of a joint representative may only be passed by a Qualified Majority if such joint representative is to be authorised to consent, in accordance with § 14(2) hereof, to a material change in the substance of the Terms and Conditions.
- (6) Any notices concerning this § 14 shall be made in accordance with § 5 et seq. of the SchVG and § 13.

§ 15
(Schlussbestimmungen)

- (1) Die Form und Inhalt der Schuldverschreibungen bestimmen sich nach dem Recht der Bundesrepublik Deutschland.
- (2) Nicht-ausschließlicher Gerichtsstand für alle Rechtsstreitigkeiten aus den in diesen Anleihebedingungen geregelten Angelegenheiten ist, soweit gesetzlich zulässig, Frankfurt am Main, Bundesrepublik Deutschland.

Für Entscheidungen gemäß §§ 9 Absatz 2, 13 Absatz 3 und 18 Absatz 2 SchVG ist gemäß § 9 Absatz 3 SchVG das Amtsgericht Frankfurt am Main zuständig. Für Entscheidungen über die Anfechtung von Beschlüssen der Anleihegläubiger ist gemäß § 20 Absatz 3 SchVG das Landgericht Frankfurt ausschließlich zuständig.

- (3) Erfüllungsort ist Frankfurt am Main, Bundesrepublik Deutschland.
- (4) Jeder Anleihegläubiger kann in Rechtsstreitigkeiten gegen die Emittentin im eigenen Namen seine Rechte aus den ihm zustehenden Schuldverschreibungen geltend machen unter Vorlage der folgenden Dokumente: (a) einer Bescheinigung seiner Depotbank, die (i) den vollen Namen und die volle Anschrift des Anleihegläubigers bezeichnet, (ii) den gesamten Nennbetrag der Schuldverschreibungen angibt, die am Ausstellungstag dieser Bescheinigung dem bei dieser Depotbank bestehenden Depot dieses Anleihegläubigers gutgeschrieben sind, und (iii) bestätigt, dass die Depotbank dem Clearingsystem und der Zahlstelle eine schriftliche Mitteilung zugeleitet hat, die die Angaben gemäß (i) und (ii) enthält und Bestätigungsvermerke des Clearingsystems sowie des jeweiligen Clearingsystem-Kontoinhabers trägt, sowie (b) einer von einem Vertretungsberechtigten des Clearingsystems oder der Hauptzahlstelle beglaubigten Ablichtung der Globalurkunde.

§ 16
(Sprache)

Diese Anleihebedingungen sind in deutscher Sprache abgefasst und mit einer Übersetzung in die englische Sprache versehen. Der deutsche Wortlaut ist allein rechtsverbindlich. Die englische Übersetzung dient nur zur Information.

§ 15
(Final Provisions)

- (1) The Notes are governed by the laws of the Federal Republic of Germany.
- (2) To the extent legally permissible, non-exclusive place of jurisdiction for all proceedings arising from matters provided for in these Terms and Conditions shall be Frankfurt am Main, Federal Republic of Germany.

The local court (*Amtsgericht*) in Frankfurt am Main shall have jurisdiction for all judgments pursuant to §§ 9(2), 13(3) and 18(2) SchVG in accordance with § 9(3) SchVG. The regional court (*Landgericht*) Frankfurt am Main shall have exclusive jurisdiction for all judgments over contested resolutions by Noteholders in accordance with § 20(3) SchVG.

- (3) Place of performance shall be Frankfurt am Main, Federal Republic of Germany.
- (4) Any Noteholder may in any proceedings against the Issuer protect and enforce in its own name its rights arising under its Notes by submitting the following documents: (a) a certificate issued by its Depositary Bank (i) stating the full name and address of the Noteholder, (ii) specifying an aggregate denomination of Notes credited on the date of such certificate to such Noteholder's securities account maintained with such Depositary Bank and (iii) confirming that the Depositary Bank has given a written notice to the Clearing System as well as to the Paying Agent containing the information pursuant to (i) and (ii) and bearing acknowledgements of the Clearing System and the relevant Clearing System account holder as well as (b) a copy of the Global Note certified by a duly authorised officer of the Clearing System or the Principal Paying Agent as being a true copy.

§ 16
(Language)

These Terms and Conditions are written in the German language and provided with an English language translation. The German text shall be the only legally binding version. The English language translation is provided for convenience only.

GUARANTEE

G A R A N T I E
der
SÜDZUCKER AKTIENGESELLSCHAFT
MANNHEIM/OCHSENFURT,
Mannheim, Deutschland,
(die "**Garantin**")

zugunsten der Anleihegläubiger der
[•]% Anleihe von 2011/2018
im Gesamtnennbetrag von € [•]
(die „**Anleihe**“)

der
SÜDZUCKER INTERNATIONAL FINANCE
B.V.,
Oud-Beijerland, Niederlande, (die „**Emittentin**“)

Die Garantin gewährleistet den Gläubigern der Anleihe (die "**Anleihegläubiger**") hiermit unbedingt und unwiderruflich die ordnungsgemäße Zahlung der auf die Schuldverschreibungen zahlbaren Beträge nach Maßgabe der Anleihebedingungen.

Sinn und Zweck dieser Garantie ist es, sicherzustellen, dass die Anleihegläubiger unter allen tatsächlichen oder rechtlichen Umständen und ungeachtet der Wirksamkeit und Durchsetzbarkeit der Verpflichtungen der Emittentin oder einer gegebenenfalls aufgrund § 11 der Anleihebedingungen an ihre Stelle getretenen Gesellschaft (die „**neue Emittentin**“) sowie ungeachtet aller sonstigen Gründe, aus denen eine Zahlung durch die Emittentin oder die neue Emittentin unterbleiben mag, die als Kapital und Zinsen zahlbaren Beträge zu den in den Anleihebedingungen vorgesehenen Fälligkeitsterminen erhalten.

Zahlungen der Garantin aufgrund dieser Garantie werden an die Anleihegläubiger ohne Abzug oder Einbehalt gegenwärtiger oder zukünftiger Steuern, Abgaben oder amtlicher Gebühren gleich welcher Art geleistet, die von oder in den Niederlanden oder der Bundesrepublik Deutschland oder für Rechnung eines dieser oder von oder für Rechnung einer dort zur Steuererhebung ermächtigten Gebietskörperschaft oder Behörde auferlegt, erhoben oder eingezogen werden (nachstehend zusammen "**Quellensteuern der Garantin**" genannt), es sei

English translation for convenience only
G U A R A N T E E
of
SÜDZUCKER AKTIENGESELLSCHAFT
MANNHEIM/OCHSENFURT,
Mannheim, Germany,
(the "**Guarantor**")

for the benefit of the holders of the
[•] per cent. notes of 2011/2018
in the aggregate principal amount of € [•]
(the "**Notes**")
issued by
SÜDZUCKER INTERNATIONAL FINANCE
B.V.,
Oud-Beijerland, The Netherlands, (the "**Issuer**")

The Guarantor hereby unconditionally and irrevocably guarantees the due payment of all amounts payable under the Notes pursuant to the Terms and Conditions of the Notes to the holders of the Notes (the "**Noteholders**").

Purpose and intention of this Guarantee is to secure that Noteholders receive under all factual or legal circumstances all amounts payable of interest and capital on the due dates provided for in the Terms and Conditions irrespective of the validity and enforceability of the obligations of the Issuer or any entity substituted for the Issuer in accordance with § 11 (the "**New Issuer**") of the Terms and Conditions and irrespective any other reasons that may cause the absence of payments by the Issuer.

Payments of the Guarantor under the Guarantee shall be paid without withholding or deduction of present or future taxes, duties or official charges of whatever nature imposed, levied or collected by The Netherlands or the Federal Republic of Germany or for their account or by or for the account of a political subdivision or any authority thereof or therein having power to tax (together the "**Guarantor's Withholding Tax**"), unless it is required by law to make such withholding or deduction. § 7 of the Terms and Conditions shall apply to the pay-

denn, ein solcher Abzug oder Einbehalt ist gesetzlich vorgeschrieben. § 7 der Anleihebedingungen findet auf die Zahlungen der Garantin entsprechende Anwendung mit der Maßgabe, dass Bezugnahmen auf die Emittentin als auf die Garantin bezogen und Bezugnahmen auf die Niederlande jeweils als alternativ auf die Niederlande oder die Bundesrepublik Deutschland bezogen gelten.

Diese Garantie begründet eine unbedingte, unbesicherte und nicht nachrangige Verbindlichkeit der Garantin, die mit allen anderen jeweils bestehenden, nicht besicherten und nicht nachrangigen Verbindlichkeiten der Garantin gleichrangig ist.

Die Garantin verpflichtet sich ferner, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen der Emissionsstelle zur Verfügung gestellt worden sind, (i) weder ihr gegenwärtiges noch ihr zukünftiges Vermögen ganz oder teilweise zur Besicherung einer gegenwärtigen oder zukünftigen Kreditaufnahme, die von der Garantin, einer wesentlichen Tochtergesellschaft oder einer anderen Person eingegangen oder gewährleistet ist, zu belasten oder eine solche Belastung zu diesem Zweck bestehen zu lassen, und (ii) ihre wesentlichen Tochtergesellschaften zu veranlassen (soweit rechtlich möglich und zulässig), weder ihr gegenwärtiges noch ihr zukünftiges Vermögen ganz oder teilweise zur Besicherung einer gegenwärtigen oder zukünftigen Kapitalmarktverbindlichkeit, die von der jeweiligen wesentlichen Tochtergesellschaft eingegangen oder gewährleistet ist, zu belasten oder eine solche Belastung zu diesem Zweck bestehen zu lassen, ohne gleichzeitig die Anleihegläubiger an derselben Sicherheit im gleichen Rang und gleichen Verhältnis teilnehmen zu lassen, mit Ausnahme von bestehenden Besicherungen am Vermögen einer Gesellschaft, die im Rahmen einer Akquisition wesentliche Tochtergesellschaft wird.

Diese Verpflichtung besteht nicht für zum Zeitpunkt des Erwerbs von Vermögensgegenständen durch die Garantin bereits an solchen Vermögensgegenständen bestehende Sicherungsrechte, soweit solche Sicherungsrechte nicht im Zusammenhang mit dem Erwerb oder in Erwartung des Erwerbs des jeweiligen Vermögensgegenstandes bestellt wurden und der durch das Sicherungsrecht besich-

ments Guarantor *mutatis mutandis*, provided that references to the Issuer shall be deemed to refer to the Guarantor and references to The Netherlands shall be deemed to refer to The Netherlands and the Federal Republic of Germany respectively.

This Guarantee constitutes an unconditional, unsecured and unsubordinated obligation of the Guarantor and ranks *pari passu* with all other unsecured and unsubordinated obligations of the Guarantor from time to time outstanding.

The Guarantor undertakes, so long as any of the Notes remain outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Fiscal Agent, the Guarantor undertook (i) not to grant or permit to subsist any encumbrance over any or all of its present or future assets, as security for any present or future Borrowing Obligation issued or guaranteed by the Guarantor or by any of its Material Subsidiaries or by any other person, and (ii) to procure (to the extent legally possible and permissible) that none of its Material Subsidiaries will grant or permit to subsist any encumbrance over any or all of its present or future assets, as security for any present or future Borrowing Obligation issued or guaranteed by the respective Material Subsidiary, without at the same time having the Noteholders share equally and ratably in such security, other than any encumbrance existing over assets of a newly acquired company which becomes a Material Subsidiary.

This undertaking shall not apply with respect to any security interest existing on assets at the time of the acquisition thereof by the Issuer, provided that such security interest was not created in connection with or in contemplation of such acquisition and that the amount secured by such security interest is not increased subsequently to the acquisition of the relevant assets.

cherte Betrag nicht nach Erwerb des betreffenden Vermögensgegenstandes erhöht wird.

Die Garantie stellt einen Vertrag zugunsten der jeweiligen Anleihegläubiger als begünstigte Dritte gemäß § 328 Absatz 1 BGB dar, der jedem Anleihegläubiger das Recht gibt, Erfüllung der hierin übernommenen Verpflichtungen unmittelbar von der Garantin zu verlangen und diese Verpflichtungen unmittelbar gegen die Garantin durchzusetzen.

Begriffe, die in dieser Garantie verwendet werden und in den Anleihebedingungen definiert sind, haben in dieser Garantie die gleiche Bedeutung wie in den Anleihebedingungen, soweit sie in dieser Garantie nicht anderweitig definiert sind.

Die Deutsche Bank Aktiengesellschaft, Frankfurt am Main, die diese Garantie annimmt, handelt nicht als Treuhänderin oder in ähnlicher Eigenschaft für die Anleihegläubiger. Die Deutsche Bank Aktiengesellschaft verpflichtet sich, das Original dieser Garantie bis zur Erfüllung der Verpflichtungen aus der Anleihe und der Garantie in Verwahrung zu halten.

Die Rechte und Pflichten aus dieser Garantie bestimmen sich in jeder Hinsicht nach deutschem Recht. Gerichtsstand ist Frankfurt am Main.

Die Anleihegläubiger können durch Mehrheitsbeschluss, der entsprechend § 14 der Anleihebedingungen gefasst wurde, auch Änderungen der Garantie zustimmen vorausgesetzt, dass durch den Mehrheitsbeschluss den Anleihegläubigern keine Verpflichtung zu irgendwelchen Zahlungen oder sonstigen Leistungen auferlegt wird.

Mannheim, den 29. März 2011

SÜDZUCKER AKTIENGESELLSCHAFT
MANNHEIM/OCHSENFURT

Wir nehmen die vorstehenden Erklärungen an.

The Guarantee constitutes a contract for the benefit of the Noteholders from time to time as third party beneficiaries pursuant to § 328 para. 1 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*), which gives rise to the right of each Noteholder to require performance of the obligations undertaken herein directly from the Guarantor and to enforce such obligations directly against the Guarantor.

Terms used in this Guarantee and not otherwise defined herein shall have the meanings attributed to them in the Terms and Conditions of the Notes.

Deutsche Bank Aktiengesellschaft, Frankfurt am Main, which accepts the Guarantee, does not act as fiduciary or in any similar capacity for the Holders. Deutsche Bank Aktiengesellschaft represents to keep the original version of the Guarantee in custody until the obligations under the Notes and under the Guarantee are fulfilled.

The rights and obligations under this Guarantee are governed by and construed in accordance with German law in any regard. Place of jurisdiction is Frankfurt am Main

The Noteholders may also resolve on amendments of the Guarantee by means of majority resolution passed in accordance with § 14 of the Terms and Conditions, provided that no obligation to make any payment or render any other performance shall be imposed on any Noteholder by majority resolution.

Mannheim, 29 March 2011

SÜDZUCKER AKTIENGESELLSCHAFT
MANNHEIM/OCHSENFURT

We accept the terms of the above.

Frankfurt am Main, den 29. März 2011

Frankfurt am Main, 29 March 2011

DEUTSCHE BANK AKTIENGESELLSCHAFT

DEUTSCHE BANK AKTIENGESELLSCHAFT

DESCRIPTION OF RULES REGARDING RESOLUTIONS OF NOTEHOLDERS

The Terms and Conditions provide that the Noteholders may agree to amendments or decide on other matters relating to the Notes by way of resolution to be passed by taking votes without a meeting. Any such resolution duly adopted by resolution of the Noteholders shall be binding on each Noteholders, irrespective of whether such Noteholder took part in the vote and whether such Noteholder voted in favour or against such resolution.

The following is a brief summary of some of the statutory rules regarding the taking of votes without meetings, the passing and publication of resolutions as well as their implementation and challenge before German courts.

Specific Rules regarding Votes without Meeting

The voting shall be conducted by the person presiding over the taking of votes. Such person shall be (i) a notary public appointed by the Issuer, (ii) if the vote was solicited by the joint representative (*gemeinsamer Vertreter*) of the Noteholders (the "**Noteholders' Representative**"), the Noteholders' Representative, or (iii) a person appointed by the competent court.

The notice soliciting the Noteholders' votes shall set out the period within which votes may be cast. During such voting period, the Noteholders may cast their votes to the person presiding over the taking of votes. Such notice shall also set out in detail the conditions to be met for the votes to be valid.

The person presiding over the taking of votes shall ascertain each Noteholder's entitlement to cast a vote based on evidence provided by such Noteholder and shall prepare a list of the Noteholders entitled to vote. If it is established that no quorum exists, the person presiding over the taking of votes may convene a meeting of the Noteholders. Within one year following the end of the voting period, each Noteholder participating in the vote may request a copy of the minutes of such vote and any annexes thereto from the Issuer.

Each Noteholder participating in the vote may object in writing to the result of the vote within two weeks following the publication of the resolutions passed. The objection shall be decided upon by the person presiding over the taking of votes. If he remedies the objection, the person presiding over the taking of votes shall promptly publish the result. If the person presiding over the taking of votes does not remedy the objection, he shall promptly inform the objecting Noteholder in writing.

The Issuer shall bear the costs of the vote and, if the court has convened a meeting, also the costs of such proceedings.

Rules regarding Noteholders' Meetings applicable to Votes without Meeting

In addition, the statutory rules applicable to the convening and conduct of Noteholders' meetings will apply *mutatis mutandis* to any vote without a meeting. The following summarises some of such rules.

Meetings of Noteholders may be convened by the Issuer or the Noteholders' Representative. Meetings of Noteholders must be convened if one or more Noteholders holding five per cent or more of the outstanding Notes so require for specified reasons permitted by statute.

Meetings may be convened not less than 14 days prior to the date of the meeting. Attendance and exercise of voting rights at the meeting may be made subject to prior registration of Noteholders. The convening notice will provide what proof will be required for attendance and voting at the meeting. The place of the meeting is the place of the Issuer's registered offices, provided, however, that where the Notes are listed on a stock exchange within the European Union or the European Economic Area, the meeting may be held at the place of such stock exchange.

The convening notice shall be made publicly available together with the agenda of the meeting setting out the proposals for resolution.

Each Noteholder may be represented by proxy. The Noteholders' meeting will have a quorum if the persons attending represent at least 50 per cent of the outstanding Notes by value. If the quorum is not reached, a second meeting may be convened at which no quorum will be required, provided that where a resolution may only be adopted by a qualified majority, a quorum requires the presence of at least 25 per cent of the aggregate principal amount of outstanding Notes.

All resolutions adopted must be properly published. Resolutions which amend or supplement the Terms and Conditions have to be implemented by supplementing or amending the Global Note.

In insolvency proceedings instituted in Germany against the Issuer, the Noteholders' Representative is obliged and exclusively entitled to assert the Noteholders' rights under the Notes. Any resolutions passed by the Noteholders are subject to the provisions of the Insolvency Code (*Insolvenzordnung*).

If a resolution constitutes a breach of the statute or the Terms and Conditions, Noteholders may bring an action to set aside such resolution. Such action must be filed with the competent court within one month following the publication of the resolution.

TAXATION

The following is a general description of certain tax considerations relating to the Notes in Germany, The Netherlands and Luxembourg. It does not purport to be a complete analysis of all tax considerations relating to the Notes. In particular, this description does not consider any specific facts or circumstances that may apply to a particular purchaser. This description is based on the laws of the Federal Republic of Germany, The Netherlands and Luxembourg currently in force and as applied on the date of this Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

PROSPECTIVE PURCHASERS OF NOTES SHOULD CONSULT THEIR TAX ADVISERS AS TO THE CONSEQUENCES, UNDER THE TAX LAWS OF THE COUNTRY IN WHICH THEY ARE RESIDENT FOR TAX PURPOSES AND UNDER THE TAX LAWS OF GERMANY, THE NETHERLANDS AND LUXEMBOURG OF ACQUIRING, HOLDING AND DISPOSING OF NOTES AND RECEIVING PAYMENTS OF PRINCIPAL, INTEREST AND OTHER AMOUNTS UNDER THE NOTES. THE INFORMATION CONTAINED WITHIN THIS SECTION IS LIMITED TO TAXATION ISSUES, AND PROSPECTIVE INVESTORS SHOULD NOT APPLY ANY INFORMATION SET OUT BELOW TO OTHER AREAS; INCLUDING (BUT NOT LIMITED TO) THE LEGALITY OF TRANSACTIONS INVOLVING THE NOTES.

Federal Republic of Germany

Income tax

Tax Residents

Persons (individuals and corporate entities) who are tax resident in Germany (in particular, persons having a residence, habitual abode, seat or place of management in Germany) are subject to income taxation (income tax or corporate income tax, as the case may be, plus solidarity surcharge thereon plus church tax and/or trade tax, if applicable) on their worldwide income, regardless of its source, including interest from debt of any kind (such as the Notes) and, in general, capital gains.

Taxation if the Notes are held as private assets (*Privatvermögen*)

In the case of German tax-resident individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as private assets (*Privatvermögen*), the following applies:

- Income

Payments of interest on the Notes qualify as taxable savings income (*Einkünfte aus Kapitalvermögen*) pursuant to section 20 para 1 no 7 German Income Tax Act ("**ITA**" – *Einkommensteuergesetz*).

Capital gains / capital losses realised upon sale of the Notes, computed as the difference between the acquisition costs and the sales proceeds reduced by expenses directly and factually related to the sale, qualify as (negative) savings income. Where the Notes are acquired and/or sold in a currency other than Euro, the acquisition costs will be converted into Euro at the time of acquisition, the sales proceeds will be converted into Euro at the time of sale and the difference will then be computed in Euro. If the Notes are assigned, redeemed, repaid or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage in eine Kapitalgesellschaft*) rather than sold, as a rule, such transaction is treated like a sale. Losses from the sale of Notes can only be offset against other savings income and, if there is not sufficient other positive savings income, carried forward in subsequent assessment periods.

Pursuant to a tax decree issued by the Federal Ministry of Finance dated 22 December 2009, a bad debt loss (*Forderungsausfall*) and a waiver of a receivable (*Forderungsverzicht*), to the extent the waiver does not qualify as a hidden contribution, shall not be treated like a sale. Accordingly, losses suffered upon such bad debt loss or waiver shall not be tax-deductible.

If the Notes are allocated to an activity of letting and leasing of property, the income from the Notes qualifies, deviating from the above, as income from letting and leasing of property. In such a case, the taxable income is calculated as the difference between the income and income-related expenses (*Werbungskosten*).

- Taxation of income

Savings income is taxed at a separate tax rate for savings income (*gesonderter Steuertarif für Einkünfte aus Kapitalvermögen*), which is 26.375 per cent (including solidarity surcharge (*Solidaritätszuschlag*)) plus, if applicable, church tax. When computing the savings income, the saver's lump sum amount (*Sparer-Pauschbetrag*) of EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife) will be deducted. The deduction of the actual income related expenses, if any, is excluded. The taxation of savings income shall take place mainly by way of levying withholding tax (please see below). If and to the extent German withholding tax has been levied, such withholding tax shall, in principle, become definitive and replace the investor's income taxation. If no withholding tax has been levied other than by virtue of a withholding tax exemption certificate (*Freistellungsauftrag*) and in certain other cases, the investor is nevertheless obliged to file a tax return, and the savings income will then be taxed within the assessment procedure. However, the separate tax rate for savings income applies in most cases also within the assessment procedure. In certain cases, the investor may apply to be assessed on the basis of its personal tax rate if such rate is lower than the above tax rate.

If the income from the Notes qualifies as income from letting and leasing of property, the investor has to report income and income-related expenses (*Werbungskosten*) in its tax return and the balance will be taxed at the investor's individual income tax rate of up to 47.475 per cent (including solidarity surcharge) and, as the case may be, church tax.

- German withholding tax (*Kapitalertragsteuer*)

With regard to savings earnings (*Kapitalerträge*), e.g. interest or capital gains, German withholding tax (*Kapitalertragsteuer*) will be levied if the Notes are held in a custodial account which the investor maintains with a German branch of a German or non-German credit or financial services institution or with a German securities trading business or a German securities trading bank (a "**German Disbursing Agent**") and such German Disbursing Agent credits or pays out the earnings. The tax base is, in principle, equal to the taxable gross income as set out above (i.e. the interest or capital gains prior to withholding). However, in the case of capital gains, if the acquisition costs of the Notes are not proven to the German Disbursing Agent in the form required by law (i.e. if the Notes are transferred from a non-EU custodial account), withholding tax is applied to 30 per cent of the proceeds from the redemption or sale of the Notes. When computing the tax base for withholding tax purposes, the German Disbursing Agent may deduct any negative savings income or accrued interest paid of the same calendar year or of previous calendar years.

German withholding tax will be levied at a flat withholding tax rate of 26.375 per cent (including solidarity surcharge) plus, if applicable, church tax.

No German withholding tax will be levied if the investor filed a withholding tax exemption certificate (*Freistellungsauftrag*) with the German Disbursing Agent, but only to the extent the savings income does not exceed the maximum exemption amount shown on the withholding tax exemption certificate. Currently, the maximum exemption amount is EUR 801 (EUR 1,602 in the case of jointly assessed husband and wife). Similarly, no withholding tax will be levied if the investor has submitted to the German Disbursing Agent a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office.

Taxation if the Notes are held as business assets (*Betriebsvermögen*)

In the case of German tax-resident corporations or individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as business assets (*Betriebsvermögen*), interest payments and capital gains will be subject to corporate income tax at a rate of 15 per cent or income tax at a rate of up to 45 per cent, as the case may be, (in each case plus 5.5 per cent solidarity surcharge thereon). In addition, trade tax may be levied, the rate of which depends on the municipality where the business is located. Further, in the case of individuals, church tax may be levied. Capital losses may be ring-fenced.

The provisions regarding German withholding tax apply, in principle, as set out above in relation to private investors. However, investors holding the Notes as business assets cannot file a withholding tax exemption certificate with the German Disbursing Agent. German tax-resident corporations and other German tax-resident business investors are in essence not subject to German withholding tax on gains from the redemption or sale of the Notes, subject to certain formalities.

Any withholding tax levied is credited as prepayment against the German (corporate) income tax amount. If the tax withheld exceeds the respective (corporate) income tax amount, the difference will be refunded within the tax assessment procedure.

Non-residents

Persons who are not tax resident in Germany are not subject to tax with regard to income from the Notes unless (i) the Notes are held as business assets (*Betriebsvermögen*) of a German permanent establishment (including a permanent representative) which is maintained by the investor or (ii) the income from the Notes qualifies for other reasons as taxable German source income. If a non-resident person is subject to tax with its income from the Notes, in principle, similar rules apply as set out above with regard to German tax resident persons (please see above).

If the income is subject to German tax as set out in the preceding paragraph, German withholding tax will be applied like in the case of a German tax resident person.

Inheritance and Gift Tax

Inheritance or gift taxes with respect to any Note will, in principle, arise under German law if, in the case of inheritance tax, either the decedent or the beneficiary or, in the case of gift tax, either the donor or the donee is a resident of Germany or if such Note is attributable to a German trade or business for which a permanent establishment is maintained or a permanent representative has been appointed. In addition, certain German expatriates will be subject to inheritance and gift tax.

Other Taxes

No stamp, issue, registration or similar taxes or duties are payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net assets tax (*Vermögenssteuer*) is not levied in Germany.

The Netherlands

The following summary of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of a Note, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

For the purpose of this summary it is assumed that no holder of a Note has or will have a substantial interest, or - in the case of a holder of a Note being an entity - a deemed substantial interest, in the Issuer and that no connected person (verbonden persoon) to the holder of a Note has or will have a substantial interest in the Issuer.

Generally speaking, an individual has a substantial interest in a company if (a) such individual, either alone or together with his partner, directly or indirectly has, or is deemed to have or (b) certain relatives of such individual or his partner directly or indirectly have or are deemed to have (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5 per cent or more of either the annual profit or the liquidation proceeds of such company.

Generally speaking, a non-resident entity has a substantial interest in a company if such entity, directly or indirectly has (I) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of the Issuer, or (II) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5 per cent or more of either the annual profit or the liquidation proceeds of such company. An entity holding a Note has a deemed substantial interest in a company if such entity has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.

For the purpose of this summary, the term "entity" means a corporation as well as any other person that is taxable as a corporation for Dutch corporate tax purposes.

Where this summary refers to a holder of a Note, an individual holding a Note or an entity holding a Note, such reference is restricted to an individual or entity holding legal title to as well as an economic interest in such Note.

Investors should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of a Note.

1. WITHHOLDING TAX

All payments made by the Issuer of interest and principal under the Notes can be made free of withholding or deduction of any taxes of whatsoever nature imposed, levied, withheld or assessed by The Netherlands or any political subdivision or taxing authority thereof or therein, unless the Notes qualify as debt that effectively functions as equity for purposes of article 10, paragraph 1, sub d of the Corporate Tax Act (*Wet op de vennootschapsbelasting 1969*). According to Supreme Court case law, the Notes effectively function as equity if (a) the Notes are subordinated to all other non-subordinated creditors of the Issuer, (b) the Notes do not have a fixed maturity or have a maturity of more than 50 years, and (c) payments under the Notes are entirely or almost entirely dependent on the Issuer's profits.

2. TAXES ON INCOME AND CAPITAL GAINS

Residents

Resident entities

An entity holding a Note which is, or is deemed to be, resident in The Netherlands for corporate tax purposes and which is not tax exempt, will generally be subject to corporate tax in respect of income or a capital gain derived from a Note at the prevailing statutory rates.

Resident individuals

An individual holding a Note who is, is deemed to be, or has elected to be treated as, resident in The Netherlands for income tax purposes will be subject to income tax in respect of income or a capital gain derived from a Note at rates up to 52 per cent if:

- (i) the income or capital gain is attributable to an enterprise from which the holder derives profits (other than as a shareholder); or
- (ii) the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor (ii) applies, an individual holding a Note will be subject to income tax on the basis of a deemed return, regardless of any actual income or capital gain derived from a Note. The deemed return amounts to 4 per cent. of the average value of the individual's net assets in the relevant fiscal year (including the Note). Subject to application of certain allowances, the deemed return will be taxed at a rate of 30 per cent

Non-residents

A holder of a Note which is not, is not deemed to be, and - in case the holder is an individual - has not elected to be treated as, resident in The Netherlands for the relevant tax purposes will not be subject to taxation on income or a capital gain derived from a Note unless:

- (i) the income or capital gain is attributable to an enterprise or part thereof which is either effectively managed in The Netherlands or carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) in The Netherlands and the holder of a Note derives profits from such enterprise (other than by way of securities); or

- (ii) the holder is an individual and the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in The Netherlands as defined in the Income Tax Act (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

3. GIFT AND INHERITANCE TAXES

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of a Note by way of gift by, or on the death of, a holder of a Note, unless:

- (i) the holder of a Note is, or is deemed to be, resident in The Netherlands for the purpose of the relevant provisions; or
- (ii) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in The Netherlands for the purpose of the relevant provisions.

4. VALUE ADDED TAX

The issuance or transfer of a Note, and payments of interest and principal under a Note, will not be subject to value added tax in The Netherlands.

5. OTHER TAXES AND DUTIES

The subscription, issue, placement, allotment, delivery or transfer of a Note will not be subject to registration tax, stamp duty or any other similar tax or duty payable in The Netherlands.

6. RESIDENCE

A holder of a Note will not be, or deemed to be, resident in The Netherlands for tax purposes and, subject to the exceptions set out above, will not otherwise be subject to Dutch taxation, by reason only of acquiring, holding or disposing of a Note or the execution, performance, delivery and/or enforcement of a Note.

Luxembourg

Withholding Tax

All payments of interest and principal by the Issuer in the context of the holding, disposal, redemption or repurchase of the Notes can be made free and clear of any withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld, or assessed by Luxembourg or any political subdivision or taxing authority thereof or therein, in accordance with the applicable Luxembourg law, subject however to:

- (i) the application of the Luxembourg laws of 21 June, 2005 implementing the European Union Savings Directive (Council Directive 2003/48/EC) and several agreements concluded with certain dependent or associated territories and providing for the possible application of a with-holding tax (20 per cent from 1 July 2008 to 30 June 2011 and 35 per cent from 1 July 2011) on interest paid to certain non Luxembourg resident investors (individuals and certain types of entities called "residual entities") in the event of the Issuer appointing a paying agent in Luxembourg within the meaning of the above-mentioned directive (see section "EU Savings Directive" below) or agreements;
- (ii) the application as regards Luxembourg resident individuals of the Luxembourg law of 23 December 2005 which has introduced a 10 per cent withholding tax on savings income (i.e. with certain exemptions, savings income within the meaning of the Luxembourg laws of 21 June 2005 implementing the EU Savings Directive (Council Directive 2003/48/EC)).

Pursuant to the law of 23 December 2005 as amended by the law of 17 July 2008, Luxembourg resident individuals can opt to self declare and pay a 10 per cent tax (the "Levy") on interest payments made by paying agents located in a Member State of the European Union other than Luxembourg, a Member State of the European Economic Area or in a State or territory which has concluded an agreement directly relating to the EU Savings Directive (Council Directive 2003/48/EC) on the taxation of savings income.

The 10 per cent withholding tax as described above or the Levy are final when Luxembourg resident individuals are acting in the context of the management of their private wealth.

Responsibility for the withholding of tax in application of the above-mentioned Luxembourg laws of 21 June 2005 and 23 December 2005 is assumed by the Luxembourg paying agent within the meaning of these laws and not by the Issuer.

EU Savings Tax Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "**EU Savings Directive**"), each Member State is required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in that other Member State; however, for a transitional period, Austria and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at rates rising over time to 35 per cent. In the case of Luxembourg, the recipient of the interest payment may opt for one of the two information exchange procedures available instead of the application of the above withholding system. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments.

A number of non-EU countries, and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or certain limited types of entity established in one of those territories.

The European Commission has proposed certain amendments to the EU Savings Directive, which may, if implemented, amend or broaden the scope of the requirements described above. Investors who are in any doubt as to their position should consult their professional advisers.

SUBSCRIPTION, SALE AND OFFER OF THE NOTES

General

The Issuer will agree in an agreement to be signed prior to the Issue Date to sell to Deutsche Bank AG, London Branch, DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main, Landesbank Baden-Württemberg and UniCredit Bank AG (the "**Joint Lead Managers**") and the Joint Lead Managers will agree, subject to certain customary closing conditions, to purchase the Notes on 29 March 2011. The commission in connection with the offering of the Notes will be up to 0.40 per cent of the aggregate principal amount of the Notes. The Issuer will furthermore agree to reimburse the Joint Lead Managers for certain expenses incurred in connection with the issue of the Notes.

The Joint Lead Managers are entitled, under certain circumstances, to terminate the agreement reached with the Issuer. In such event, no Notes will be delivered to investors. Furthermore, the Issuer has agreed to indemnify the Joint Lead Managers against certain liabilities in connection with the offer and sale of the Notes.

The Joint Lead Managers or their affiliates have provided from time to time, and expect to provide in the future, investment services to the Issuer and its affiliates, for which the Joint Lead Managers or their affiliates have received or will receive customary fees and commissions.

There are no interests of natural and legal persons other than the Issuer involved in the issue, including conflicting ones, that are material to the issue.

Offer of the Notes

Offer Period and determination of Pricing Details

The Notes will be offered at a price of [•] per cent of their principal amount (the "**Issue Price**") to investors by the Joint Lead Managers during an offer period which will commence not earlier than 22 March 2011 and will be open until the Issue Date subject to a shortening or extension of the offer period. During the offer period investors may submit orders to the Joint Lead Managers. The Issue Price, the rate of interest and the aggregate nominal amount of the issue will be determined on the basis of the orders received by the Joint Lead Managers on the pricing date which is expected to be on or about 22 March 2011. The aggregate principal amount to be issued will be determined on the basis of the number and the volume of orders which offer a yield acceptable to the Issuer. Such information, the number of Notes, the Issue Price, the Interest Rate, the net proceeds before deduction of total expenses and the yield will be included in a notice which will be filed with the CSSF and with the Luxembourg Stock Exchange and published on the website of the Luxembourg Stock Exchange (www.bourse.lu) after the date of pricing and prior to the Issue Date (the "**Pricing Notice**"). Any onsale of Notes will be subject to market conditions. Should the Issuer and the Joint Lead Managers determine any extension of the offer period, which also could be the result of changing market conditions, such extension will be notified in a supplement to the Prospectus which will be prepared and published in accordance with Article 13 of the Prospectus Law.

Notification of the Prospectus approval

The issue of the Notes will be made to institutional investors and retail investors in compliance with the applicable public offer restrictions. A public offer to retail investors may be made in Luxembourg, Germany, Austria and The Netherlands following the effectiveness of the notification of the Prospectus by the CSSF according to Article 18 of the Prospectus Directive.

Conditions and technical details of the Offer

The following sets out details of the offer which is required to comply with the requirements of the applicable prospectus regulation. There are no conditions to which the offer is subject. Any offer to purchase Notes to investors will be made through, and investors may submit their offers to buy Notes, using the information system Bloomberg or any other commonly used information systems. Following the publication of the Pricing Notice the Notes may be offered through banking institutions in Luxembourg, Germany, Austria or The Netherlands, as the case may be. Subscription rights for the Notes will not be issued. Therefore, there are no procedures for the exercise of any right of pre-emption, the negotiability of subscription rights and the treatment of subscription rights not exercised. Any investor who has submitted an order in relation to the Notes whose order is accepted will receive a confirmation by electronic mail,

fax or through commonly used information systems relating to the respective allotment of Notes. Before an investor receives a confirmation from the Joint Lead Managers that its purchase order for the Notes has been accepted, the investor may reduce or withdraw its purchase orders. Any investor will receive relating to the respective allotment of the Notes a confirmation of the results of the offer. There is no minimum or maximum amount of Notes to be purchased. Investors may place offers to purchase Notes in any amount.

Confirmation relation to an order and allotments as well as delivery of the Notes

Following the pricing of the Notes and confirmation which orders have been accepted and which amounts have been allotted to particular investors, the Issue Date, which is expected to be 29 March 2011 will be determined and included in the Pricing Notice. Delivery and payment of the Notes will be made within seven business days after the date of pricing of the Notes and the confirmation of the allotment to investors. The Notes will be delivered via book-entry through the Clearing System and its accountholding banks against payment of the Issue Price.

Charges and costs relating to the Offer

The Issuer will not charge any costs, expenses or taxes directly to any investor. Investors must inform themselves about any costs, expenses or taxes in connection with the Notes which are generally applicable in their respective country of residence, including any charges their own depository banks charge them for purchasing or holding securities.

Method of determination of the Issue Price and the Rate of Interest

The rate of interest and the Issue Price for the Notes will be determined at the time of pricing on the basis of a yield which is determined by adding a pricing spread to the level of the Midswaps at the time of pricing. The pricing spread will be determined on the basis of the orders received and confirmed by the Joint Lead Managers. Orders will specify a minimum pricing spread and may only be confirmed at or above such pricing spread. The level of the Midswaps will be determined as the calculated mid-yield of the bid and ask prices of Interest-Swap Transactions ("**Midswaps**") with a maturity similar to the maturity of the Notes shown on the Reuters page ICAPEURO or on Bloomberg page ICAE or on any other screen provider which is conventionally used to price Eurobond transactions at the time of pricing. The resulting yield will be used to determine an Issue Price (which is expected to be less than par) and a coupon rate of interest (which is expected to be a percentage figure which can be evenly divided by 1/8 of a full per cent and which will be correspondingly higher if a higher Issue Price is determined and which will be correspondingly lower if a lower Issue Price is determined), all to correspond to the yield which reflects the level of the Midswaps and the pricing spread. In the event that the figures for the relevant Midswaps shall not be shown as set out above then the relevant figures shall be determined in a manner which banks and other institutional market participants apply at that time. The resulting figure will represent the yield of the Notes and such yield will be used to determine the coupon rate of interest and the Issue Price.

Selling Restrictions

General

In addition to the specific restrictions set out below, the Joint Lead Managers have agreed that they will comply with all applicable laws and regulations in each jurisdiction in or from which they may offer Notes or distribute any offering material relating to them.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Joint Lead Manager has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Prospectus to the public in that Relevant Member State other than the offers contemplated in the Prospectus in the Grand Duchy of Luxembourg, the Republic of Austria, the Federal Republic of Germany and The Netherlands from the time the Prospectus has been approved by the competent authority in the Grand Duchy of Luxembourg and published and notified to the relevant competent authorities in accordance with the Prospectus Directive as implemented in the Republic of Austria, the Federal Republic of Germany and The Netherlands until 21 March 2011, and provided that the Issuer has consented in writing to use of the Prospectus for any such offers,

except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Notes to the public in that Relevant Member State:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant Manager or Managers nominated by the Issuer for any such offer; or
- (c) in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes shall require the Issuer or any Joint Lead Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

United States of America and its Territories

The Notes have not been and will not be registered under the Securities Act and the Notes are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Joint Lead Manager has represented and agreed that it has not offered or sold, and will not offer or sell any Notes within the United States, except as permitted by the Subscription Agreement.

In addition, until 40 days after the commencement of the offering, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

United Kingdom of Great Britain and Northern Ireland

Each Joint Lead Manager has represented and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**") received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, each Joint Lead Manager has represented and agreed that, save as set out below, it has not offered, sold or distributed, and will not offer, sell or distribute any Notes or any copy of the Prospectus or any other offer document in the Republic of Italy ("**Italy**") except:

- (a) to qualified investors (*investitori qualificati*), pursuant to Article 100 of Legislative Decree no. 58 of 24 February 1998 (the "**Consolidated Financial Services Act**") and Article 34-ter, para-

graph 1, letter (b) of CONSOB regulation No. 11971 of 14 May 1999 (the "**CONSOB Regulation**"), all as amended; or

- (b) that it may offer, sell or deliver Notes or distribute copies of any prospectus relating to such Notes in an offer to the public in the period commencing on the date of publication of such Prospectus, provided that such Prospectus has been approved in another Relevant Member State and notified to CONSOB, all in accordance with the Prospectus Directive, as implemented in Italy under the Consolidated Financial Services Act and the CONSOB Regulation, and ending on the date which is 12 months after the date of publication of such prospectus; or
- (c) in any other circumstances where an express exemption from compliance with the restrictions on offers to the public applies, as provided under the Consolidated Financial Services Act and the CONSOB Regulation.

Moreover, and subject to the foregoing, any offer, sale or delivery of the Notes or distribution of copies of the Prospectus or any other document relating to the Notes in Italy under (a), (b) or (c) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Consolidated Financial Services Act, Legislative Decree No. 385 of 1 September 1993 (the "**Banking Act**"), CONSOB Regulation No. 16190 of 29 October 2007, all as amended and any other applicable laws and regulations;
- (ii) in compliance with Article 129 of the Banking Act and the implementing guidelines, pursuant to which the Bank of Italy may request information on the offering or issue of securities in Italy; and
- (iii) in compliance with any securities, tax, exchange control and any other applicable laws and regulations, including any limitation or notification requirement which may be imposed from time to time, inter alia, by CONSOB or the Bank of Italy.

Provisions relating to the secondary market in the Republic of Italy

Investors should also note that, in any subsequent distribution of the Notes in the Republic of Italy, Article 100-bis of the Consolidated Financial Services Act may require compliance with the law relating to public offers of securities. Article 100-bis of the Consolidated Financial Services Act affects the transferability of the Notes in Italy to the extent that any placing of the Notes is made solely with qualified investors and such Notes are then systematically resold to non-qualified investors on the secondary market at any time in the 12 months following such placing. Where this occurs, if has not been published a prospectus compliant with the Prospectus Directive, purchasers of Notes who are acting outside of the course of their business or profession may in certain circumstances be entitled to declare such purchase void and to claim damages from any authorised person at whose premises the Notes were purchased, unless an exemption provided for under the Consolidated Financial Services Act applies.

GENERAL INFORMATION / INCORPORATION BY REFERENCE

Authorisation and Issue Date

The creation and issue of the Notes has been authorised by a resolution of the Management Board of the Issuer dated 15 March 2011. The creation and issue of the Guarantee has been authorised by a resolution of the Management Board of the Guarantor dated 7 March 2011 and of the Supervisory Board of the Guarantor dated 26 May 2010. The Issue Date of the Notes is expected to be 29 March 2011.

Clearing and Settlement

The Notes have been accepted for clearing by Clearstream Banking *société anonyme* 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg and Euroclear Bank SA/NV 1, Boulevard du Roi Albert II, 1210 Brussels, Belgium. The Notes have been assigned the following securities codes: ISIN XS0606202454, Common Code 060620245, WKN A1GNRQ.

Yield

The yield of the Notes is [•] per cent. Such yield is calculated in accordance with the ICMA (*International Capital Markets Association*) method.

Significant change in the financial or trading position

There has been no significant change in the financial or trading position of the Issuer since 31 August 2010.

There has been no significant change in the financial or trading position of the Guarantor since 30 November 2010.

Trend Information

There has been no material adverse change in the prospects of the Issuer since 28 February 2010.

There has been no material adverse change in the prospects of the Guarantor since 28 February 2010.

Third party information

Any information sourced from a third party contained in this Prospectus has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Incorporation by Reference

The pages set out in the below list of the following documents are incorporated by reference into this Prospectus:

- (1) The audited non-consolidated financial statements of the Issuer for the financial year ended on 28 February 2010 consisting of
 - Balance Sheet as at 28 February 2010 (pages 6 to 7 in the Annual Report 2009),
 - Profit and loss account for the period (page 8 in the Annual Report 2009),
 - Cash flow statement (page 9 in the Annual Report 2009),
 - Notes (pages 10 to 17 in the Annual Report 2009).
 - Auditor's Report (Annex 1 to the Annual Report 2009).
- (2) The audited non-consolidated financial statements of the Issuer for the financial year ended on 28 February 2009 consisting of
 - Balance Sheet as at 28 February 2009 (pages 5 to 6 in the Annual Report 2008),

- Profit and loss account for the period (page 7 in the Annual Report 2008),
 - Cash flow statement (page 8 in the Annual Report 2008),
 - Notes (pages 9 to 15 in the Annual Report 2008).
 - Auditor's Report (Annex 1 to the Annual Report 2008).
- (3) The unaudited non-consolidated interim financial statements of the Issuer for the six months period 1 March 2010 to 31 August 2010 (the "**Interim Report**") consisting of:
- Balance Sheet as at 31 August 2010 (pages 5 to 6 in the Interim Report 2010),
 - Profit and loss account for the six-month period (page 7 in the Interim Report 2010),
 - Cash flow statement (page 8 in the Interim Report 2010),
 - Notes (pages 9 to 16 of the Interim Report 2010).
- (4) The audited consolidated financial statements of the Guarantor for the financial year ended on 28 February 2010 consisting of
- Statement of comprehensive income (page 82 in the Annual Report 2009/10),
 - Cash flow statement (page 83 in the Annual Report 2009/10),
 - Balance Sheet (page 84 in the Annual Report 2009/10),
 - Changes in Shareholders' equity (page 85 in the Annual Report 2009/10),
 - Notes (pages 86 to 141 in the Annual Report 2009/10).
 - Auditors' Report (page 143 in the Annual Report 2009/10).
- (5) The audited consolidated financial statements of the Guarantor for the financial year ended on 28 February 2009 consisting of
- Statement of comprehensive income (page 70 in the Annual Report 2008/9),
 - Cash flow statement (page 71 in the Annual Report 2008/9),
 - Balance Sheet (page 72 in the Annual Report 2008/9),
 - Changes in Shareholders' equity (page 73 in the Annual Report 2008/9),
 - Notes (pages 74 to 129 in the Annual Report 2008/9).
 - Auditors' Report (page 131 in the Annual Report 2008/9).
- (6) The unaudited consolidated interim financial statements of the Guarantor for the nine months ended 30 November 2010 consisting of:
- Comprehensive income (page 18 in the Interim Report First to third quarter 2010/11),
 - Cash flow statement (page 19 in the Interim Report First to third quarter 2010/11),
 - Balance Sheet (page 20 in the Interim Report First to third quarter 2010/11),
 - Changes in equity (page 21 in the Interim Report First to third quarter 2010/11),
 - Notes to the interim Financial statements (pages 22 to 27 of the Interim Report First to third quarter 2010/11).

Any information not listed in the cross reference list but included in the documents incorporated by reference is given for information purposes only.

The documents incorporated by reference are available on the website of the Luxembourg Stock Exchange (www.bourse.lu) for the time of the validity of the Prospectus.

Documents on Display

For the time of the validity of the Prospectus, copies of the following documents may be inspected during normal business hours at the specified office of the Principal Paying Agent and as long as the Notes are listed on the official list and admitted to trading on the regulated market of the Luxembourg Stock Exchange the documents set out under (c) to (d) below will be available on the website of the Luxembourg Stock Exchange (www.bourse.lu):

- (a) the articles of association of the Issuer;
- (b) the articles of association of the Guarantor;
- (c) the Prospectus;
- (d) the documents incorporated by reference set out above.

NAMES AND ADDRESSES

ISSUER

Südzucker International Finance B.V.

Laurens Jzn Costerstraat 12
Oud-Beijerland, 3261LH
The Netherlands

GUARANTOR

Südzucker Aktiengesellschaft Mannheim/Ochsenfurt

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68165 Mannheim
Germany

JOINT LEAD MANAGERS

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London EC2N 2DB
United Kingdom

**DZ BANK AG Deutsche
Zentralgenossenschaftsbank,
Frankfurt am Main**
Platz der Republik
60265 Frankfurt am Main
Germany

**Landesbank Baden-
Württemberg**
Am Hauptbahnhof 2
70173 Stuttgart
Germany

UniCredit Bank AG

Arabellastrasse 12
81925 Munich
Germany

PRINCIPAL PAYING AGENT

Deutsche Bank Aktiengesellschaft

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Germany

LISTING AGENT

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The Grand Duchy of Luxembourg

LEGAL ADVISERS

to the Joint Lead Managers

as to German law

Clifford Chance Partnerschaftsgesellschaft

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as to Dutch law

Clifford Chance LLP

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AUDITORS

To the Issuer

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To the Guarantor

PricewaterhouseCoopers Aktiengesellschaft

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